

23⁻¹

מדינת ישראל

משרד המושלה

משרד
Dept. of Lands &
Surveys

Nataniya (Umm Khalid)

S/D Tul Karem. land

(1927-1939)

חיק מס' D/Tul/106
also GP/5/21/6
called

British Mandate Collection - L

שם: **גל - 1 / 16622**

מזהה פיו: 905768 מס פריט: 99.0/3 - 1122 מזהה לוגי: 02-113-03-05-07

25/08/2013 כתובת:

מחלקה
British Mandate

23⁻¹

106

3rd packet

SP/5/21/6

DEPARTMENT OF LANDS & SURVEYS.

SP/5/18

Land at Nathaniya (ex Wmm Khalid Village)

Sulkorm 5/D

area 114 Dms - 084 sq. m.

BRING FORWARD		BRING FORWARD	
FOLIO	DATE	FOLIO	DATE
		17	17-11-37
		18	12-12-37
		19	12-12-37
		20	13-1-38
		21	13-1-38
		22	13-1-38
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		98	13-1-38
		99	13-1-38
		100	13-1-38

Land Sultana

Block

prov. prov. 1/10

1,450 (100)

8273

SP/5/21(6)

D / T. 106

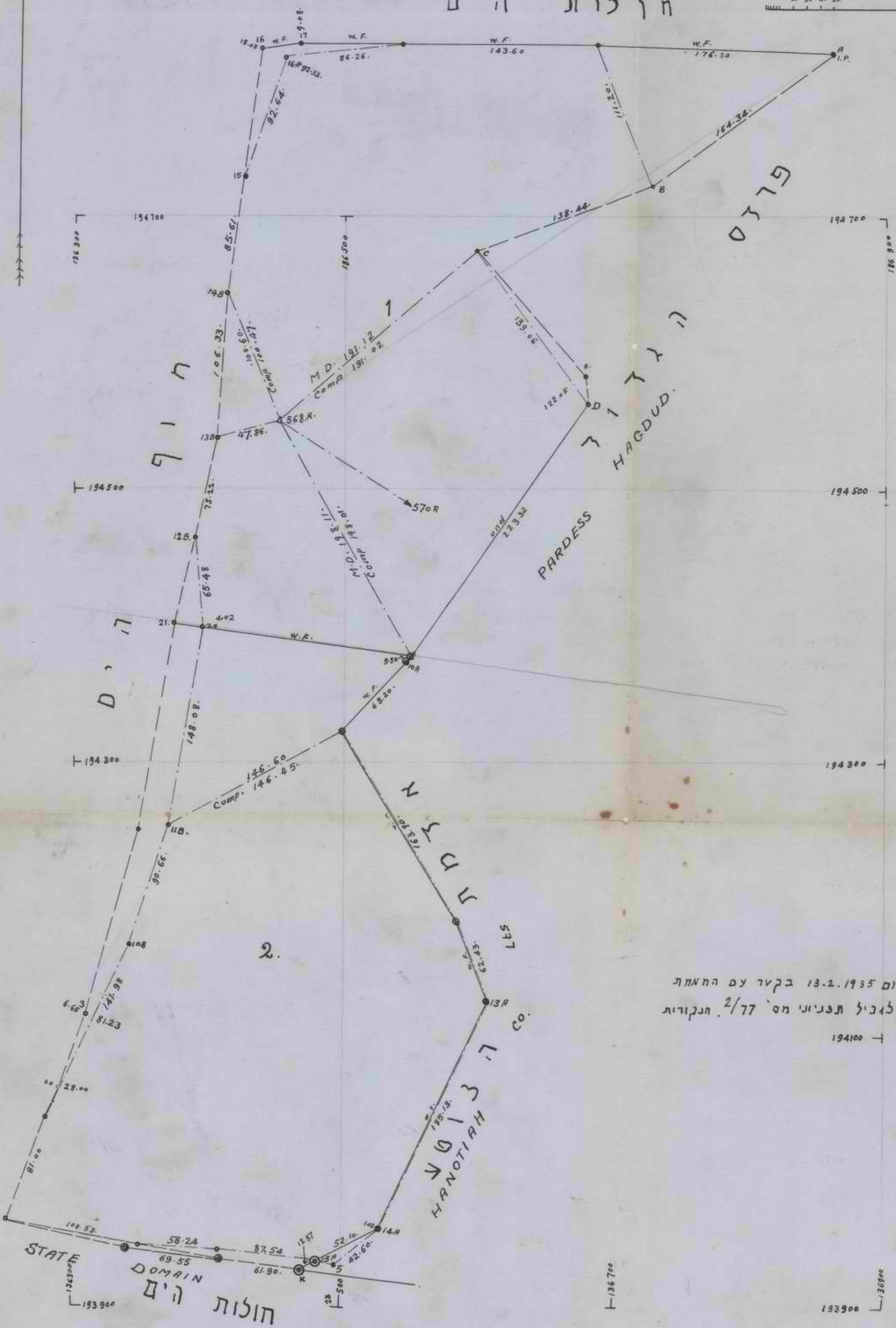
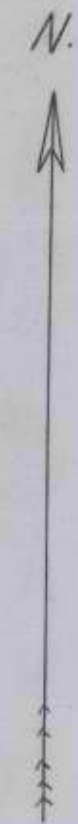
מחוז: הצפון
נפת: טול כדם
כ ר: נתניה
ניקום: חולות הים בבששתיה
דוכנה בשבי מרייג'יקובס
סס חדר 1093/1935

1:2500

KEREN KEYEMETH

חולות הים

Scale bar: 0 20 40 60 80 100 120 140 160 180 200 220 240 260 280 300 320 340 360 380 400 420 440 460 480 500 520 540 560 580 600 620 640 660 680 700 720 740 760 780 800 820 840 860 880 900 920 940 960 980 1000



הנדה: כל סמני המדידה ומגבול
שלח תוארו מחוזת חס. ו. א.

תוכנית נצטתה על
יסוד תכנית סס' 193/684

מספר חלקה	השטח במטר
1	114084
2	105385
בסה כ	219469

השצר בשטח נצטתה על י. כ. היום 13.2.1935 בקר עם החממת
הגבול חדרוסי של תקרקע לזכיל תפניוני חס' 2/77. חנקודות
95,4 תכניתי הנל

194100

COPY

Serial No 36/31

D/Tul/106

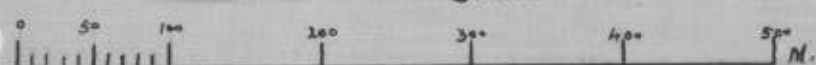
STATE-DOMAIN "B"

SUB-DISTRICT: TUL-KAREM

VILLAGE: EM KHALED

LOCALITY: LEW LIEH

SCALE $\frac{1}{5000}$



SEA

PLOT NO	Square Metres	old DUN.	Sq. pics
1	459 565.80	499	1453.40
4	177 301.20	192	1384.70
3	60 624.50	65	1514.30
TOTAL	697 491.50	758	1152.40

NOTE:-

All points are marked by A.I.^s
being fixed by Yousseph Eff. Thabet.

(Signed) L. BROWN.
SURVEYOR J. L. R.
20/10/26.

TRACED FROM PLAN ATTACHED TO FILE
No D/TUL/106.

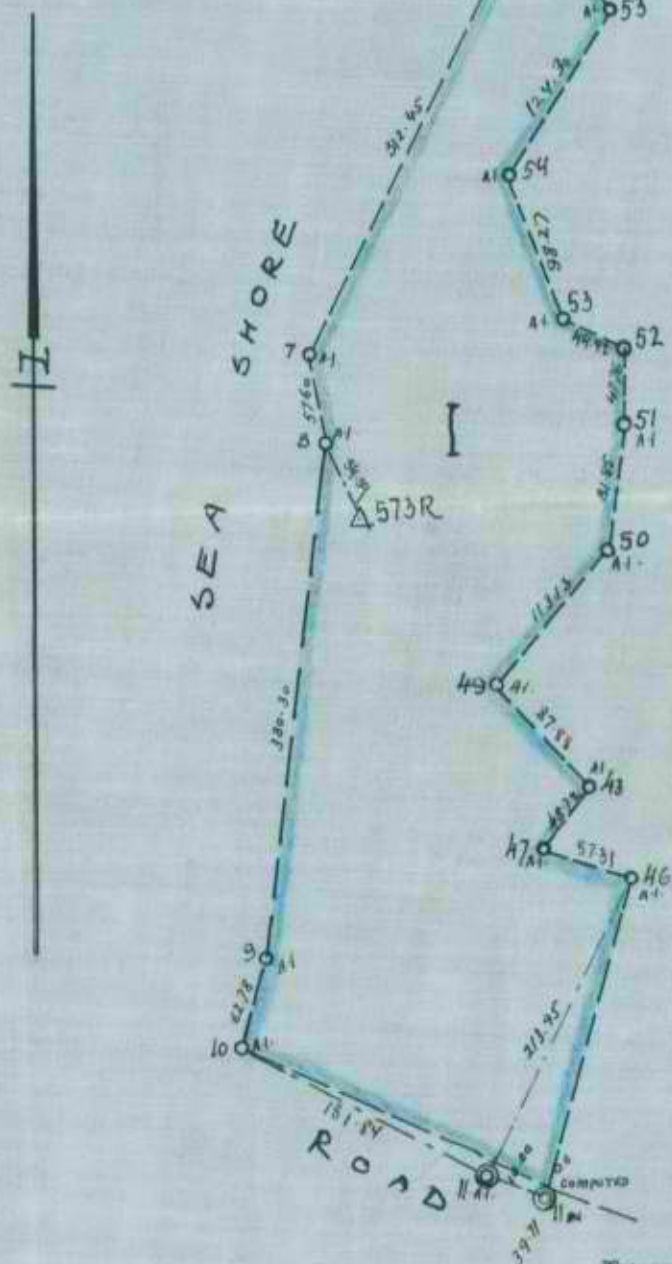
4.5.31

M. H. SURVEYOR

C

D/Tal/100

SCALE $\frac{1}{5000}$



AREA = 128,365 sq.m.

TRACED FROM PLAN N^o 2/77 OF L.S.D. KULMAN.
ATTACHED TO TULKAREM L-R. FILE N^o 212/29

4-5-81

W. H. H. H.
L. P. SURVAYEE

STATE OF OHIO

WILLIAM H. HENNING
AND THE FIVE OTHERS
ATTORNEYS AT LAW
COLUMBUS, OHIO

SCALE
FOOT

1885

W. H. H. / 106

GOVERNMENT OF PALESTINE

IN REPLY PLEASE QUOTE

No. Z/1045/37



OFFICE OF THE TOWN PLANNING ADVISER,
JERUSALEM.

21st October, 1938.

Secretary,
Haifa and Samaria D.T.P.C.,
District Commissioner's Office,
Haifa.

Subject : Town Planning Scheme No.160
(Um Khaled, Tulkarem) Nathanya
Town Planning Area.

I would refer you to my letter of the 13th August addressed to the Commissioner for Lands and Surveys with a copy to you and will be grateful if the matter can be placed on the agenda for the next meeting of the District Commission.

2. In that letter it was pointed out that this scheme had been "approved" without reference to the District Commission and without being gazetted either in its provisional or final stage although Nathanya is a town planning area in the Haifa and Samaria District.

3. The scheme as surveyed contravenes several major principles of good planning for areas adjoining the seashore, and is not in accordance with the approved outline scheme. In order to avoid the repetition of such errors, I would suggest that action be taken to amend the composition of the Local Town Planning Commission for Nathanya by the inclusion amongst its members of "the Town Planning Adviser or his



Secretary,
Halla and Gurnea, D.F.C.,
District Commissioner's Office,
Halla.

Subject: Town Planning Scheme No. 100
(The Halla, Gurnea, and
Town Planning Area)

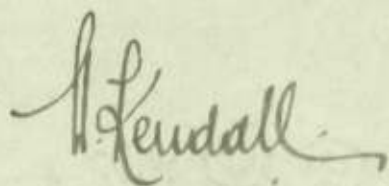
I would refer you to my letter of the 18th August addressed to the Commissioner for Lands and Surveys with a copy to you and will be grateful if the matter can be placed on the agenda for the next meeting of the District Commission.

2. In that letter it was pointed out that the scheme had been "approved" without reference to the District Commission and without being passed in its provisional or final stage although it was a town planning area in the Halla and Gurnea District.

3. The scheme as surveyed contains several major principles of good planning for areas within the scheme, and is not in accordance with the outline scheme. In order to avoid the repetition of such errors, I would suggest that action be taken to amend the composition of the Local Town Planning Commission for Waverley by the inclusion amongst its members of the Town Planning Advisor or his

representative". If this was done, then the regional engineer, Haifa District, could attend without difficulty the meetings of the Local Commission Nathanya thereby forming a link between the District Commission and the local authorities in so far as the town planning proposals are concerned.

4. I would stress that the Local Commission of Nathanya are neither a Municipality nor a Local Council, and for that reason great care should be taken that the excellent proposals regarding road alignments and zoning contained in the approved outline scheme should be meticulously carried out.



TOWN PLANNING ADVISER.

Copy to : Commissioner for Lands and
Surveys, ref.his D/Tul/106 of
10.8.38.

105

Certificate of Posting of a Registered Postal Packet.

תעודת משלוח של צרור דאָר רשום. تذكرة تصدير رزمة مسجلة

Registration No. 4417

نمرة التسجيل

מספר הרשום

Registration fee paid 13 mils

قيمة التسجيل المدفوعة ١٣ ملا

דמי הרשום ששילמו 13 מיל.

A Postal Packet addressed as under has been registered this day

47 Jul / 1067 4-9-38

ان الرزمة المضمونة أدناه سجلت في البريد اليوم

צרור דאָר עפ"י המען דלמטה נרשם היום

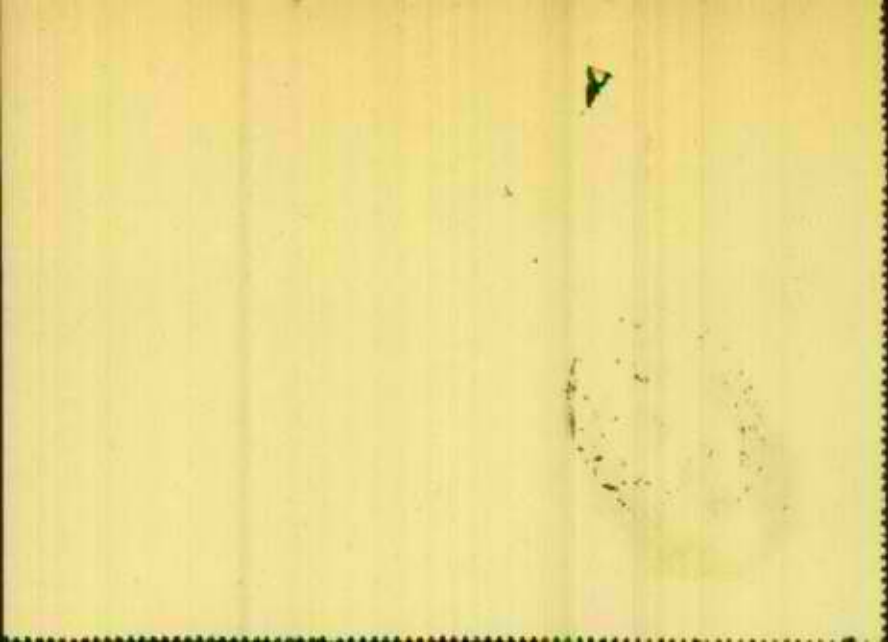
Date Stamp



Accepting Clerk

الموظف المستلم

הפקיד המקבל



D/Tul/106

4th September, 1938.

Registrar of Lands,
Tulkarm.

Subject:- State Domain - Umm Khalid,
Tulkarm.

Reference: Your TLR/42/38-1342 of
3.8.38.

I return your file No. 42/38 and it
is necessary, before approval by this
department can be given to the registration
of the parcellation, for the Town Planning
Scheme No. 108, which is at folio 5, to be
submitted to the District Town Planning
Commission for approval and for it to be
published in the Palestine Gazette in
accordance with the provisions of the Town
Planning Ordinance.

I shall be obliged if you will arrange
for this to be done by the Local Town Planning
Commission of Nathanya.



7 A/COMMISSIONER FOR LANDS
AND SURVEYS.

B/RA

GOVERNMENT OF PALESTINE

IN REPLY PLEASE QUOTE
No. Z/1045/37

OFFICE OF THE TOWN PLANNING ADVISER,
JERUSALEM.



13th August, 1938.

Commissioner for Lands
and Surveys,
Jerusalem.

REFERRED TO 107, 112

Subject : State Domain Um Khaled
Tulkarem, Nathanya Town
Planning Area. 105

I am in receipt of your letter No.
D/Tul/106 of the 10th inst. enclosing Land
Registrar's file No.42/38, for which I thank
you.

2. Although the plan was apparently approved
by the Nathanya Local Commission and signed by
Mr. Foot on the 5th October, 1937, in so far as I
am aware there exists no gazette approval either
provisional or final of this scheme.

3. The District Commission approved the change
of zoning covered by the area of this parcellation
scheme and a corresponding gazette notice was
published in gazette No.778 of the 28th April,
1938. This plan however (known as scheme No.160)
was purely a zoning amendment to the approved outline
Nathanya scheme. No roads or detail parcellations
were indicated.

4. In the circumstances, therefore, the

approval given to the detail parcellation plan contained in the Land Registrar's file No.42/38 by the Local Commission without reference to the District Commission and publication in the gazette is contrary to the provisions of the Town Planning Ordinance.

5. Further, this plan not only has no legal status but it contravenes the spirit of the new amendment to the Land Transfer Ordinance published in gazette No.807 of the 11th August, 1938.

6. I shall be grateful, therefore, if steps can be taken to prevent the sale of individual plots until the matter has been investigated in full by the District Commission.

7. File No.42/38 is returned herewith.

A handwritten signature in dark ink, appearing to read 'H. Kendall', with a long, sweeping horizontal flourish extending to the right.

TOWN PLANNING ADVISER.

D/Tul/106

10th August 1938.

Town Planning Adviser.

Ref. 110

REPLIED 106

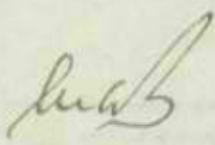
Subject:- State Domain - Umm Khaled,
Tulkarm.

Reference: Your Z/1045/37 of 19th
January 1938. ————— 87

I forward herewith the Land Registrar's file No. 42/38 at folio 5 of which is a copy of the same parcellation scheme as you commented on in your above quoted letter and which you will see was, apparently, approved by the Nathanya Town Planning Commission, since it was agreed to by Mr. Foot as approved on 5th October 1937.

2. From the point of view of a State Domain I have no objection to the scheme, but I do not understand how it was approved if, as you say, it contravenes the outline scheme in major respects.

3. I shall be obliged if you will return the enclosed file and let me know what action you wish me to take.



7A/COMMISSIONER FOR LANDS
AND SURVEYS.

B/P

BERNARD JOSEPH & Co.

ADVOCATES

DR. BERNARD JOSEPH

BARRISTER-AT-LAW & NOTARY PUBLIC

ZVI SHWARZ

ADVOCATE

P. O. B. 750 JERUSALEM

ברנרד جوزيف وشركاه

محاميين

الدكتور برنارد جوزيف

محامي وكاتب عدل

صبي شوارتز محامي

القدس ص. ب. ٧٥٠

103
ברנרד 'יוסף ושות'

עורכין

ד"ר ברנרד יוסף

עורך-דין ונוטריון

צבי שוורץ

עורך-דין

ירושלים, ת.ד. 750

P153/2/A

The Commissioner for
Lands and Surveys,
Government of Palestine,
Jerusalem

REPLIED 107
July 21st, 1938.



Your Reference No. D/TUL/106

*Save his Sch...
that the...
H...
official...
Sch...
Sir, this...
He...
22/7/38*

We have for acknowledgement receipt of your letter of
the 19th inst. 102

We are afraid you have misconstrued our request. On
December 12th, 1937, the parcellation map of the Government
lands leased to Pardess Hagdud Inc. was submitted to you
with the request to give your consent to the parcellation,
inasmuch as a parcellation is a disposition which cannot
be effected without the consent of the owners. In accord-
ance with your letter of the 23rd January, 1938, a copy of
which you forwarded to us with your letter under reference,
the approval of the Local Town Planning Commission has been
obtained and it is now only your approval which is required
in order to enable Pardess Hagdud Inc. to complete the trans-
action in the Land Registry.

Inasmuch as settlement operations may soon commence in
Nathanya, we were anxious to have the transaction completed
as soon as possible.

We have the honour to be,

Sir,

Your obedient Servants,

Z. Shwarz

Bernard Joseph & Co.

D/TUL/106

19th July 1938.

Gentlemen,

85
REPLIED 103

I have the honour to refer to Mr. Schwartzman's call on Mr. Bennett on 18th instant when he stated that no reply had been sent to your letter No.P.153/D dated 30th December 1937. This is incorrect and I enclose for easy reference a copy of my letter No.D/Tul/106 dated 23rd January 1938, after which I have received no correspondence in regard to the Town Planning Scheme for the land in Umm Khalid village which is leased to Pardess Hagdud Inc.

I am, Gentlemen,
your obedient servant.

MAB

A/COMMISSIONER FOR LANDS
AND SURVEYS.

Dr. Bernard Joseph & Co.,
P.O.B. 750,
Jerusalem.

B/P

101
D/Tul/106

28th June, 1938.

Conservator of Forests.

Subject:- Afforestation of Nathanya
Sand Dunes.

Reference: Your P/10/3/5 of 10th June,
1938. 98 99

I forward herewith a copy of my
letter No.D/Tul/106 dated 13th June
1938 to Messrs. Pardess Bagdad Ltd.
together with a copy of Dr. Bernard
Joseph's reply No.P116/1/A dated 26th
June, 1938. 100

mB

7 A/COMMISSIONER FOR LANDS
AND SURVEYS.

B/RA

28/6

BERNARD JOSEPH & Co.

ADVOCATES

DR. BERNARD JOSEPH

BARRISTER-AT-LAW & NOTARY PUBLIC

ZVI SHWARZ

ADVOCATE

P.O.B. 750 JERUSALEM

ברנרד جوزيف وشركاه

محامين

الدكتور برنارد جوزيف

محامي وكاتب عدل

صبي شوارتس محامي

القدس ص.ب. ٧٥٠

ברנרד יוסף ושות'

עורכי דין

ד"ר ברנרד יוסף

עורכי דין ונוטריון

צבי שוורץ

עורכי דין

ירושלים ת.ד. 750

P116/1/A

Jerusalem, June 26th, 1938.

The Commissioner for
Lands and Surveys,
Government of Palestine,
Jerusalem.



Ref: 101

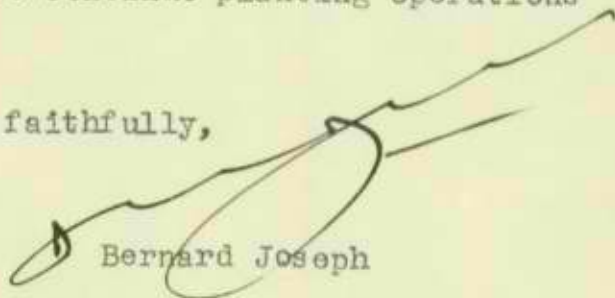
99
Sir,

I have to acknowledge receipt of your letter of the
13th inst., No.D/Tul/106.

In reply, I beg to inform you that the whole of the
land was planted but in view of the very strong winds and
sand storms in this area, a large part of the planted
trees were destroyed. Replanting has not been carried
out as energetically as would have been desirable because
of considerable delay on the part of the Town Planning
Authorities in approving a development and parcellation
scheme submitted to them.

Steps will be taken to continue planting operations
as requested by you.

Yours faithfully,


Bernard Joseph

28/6

D/Tul/106

B/276

REGISTERED.

13th June, 1938.

see also: 10/

Gentlemen,

REPLIED 100

I have the honour to refer to Clause 6 of the Agreement between Messrs. Hanote'a and Government dated 4th July 1932 which was assigned by the Company to yourselves in so far as about 114 dunums are concerned and to inform you that an inspection has recently been made by the Conservator of Forests from which it appears that a small part of the land was planted several years ago and that nothing has been done since.

The Conservator of Forests points out that, if the afforestation scheme is to be completed by 1942, you should recommence planting and continue it throughout the period between now and 1942 in order to comply with the terms of the Agreement.

This is sent to you as a warning that you should take steps to comply with Clause 6 of the Agreement.

I am, Gentlemen,
your obedient servant.

[Signature]

1 / COMMISSIONER FOR LANDS
AND SURVEYS.

Messrs.
Pardess Hagdud Ltd.,
Natanya.



G.A.25/1.

Execution Officer,
Tulkarm.

her Nov
2nd June, 1938.
*15 heard my
action but then how
not to appeal has
been dismissed*
R. M. S.

Subject:- Civil Appeal No.91/38 - Abdul
Qader Haj Ismail Barkawi and
others v. A.G.

I attach a certified copy of the judgment
given in the abovementioned case by the Supreme
Court on 16.5.38 and shall be glad if you will
collect the advocate's fees mentioned in the said
judgment and inform me of the result of your action.

(Sgt.) M. J. Hogan
CROWN COUNSEL.

✓ Copy to Commissioner for Lands and Surveys
with a copy of the said judgment - His D/Tul/106.

Copy to Registrar, District Court, Nablus.

OW/AK.

A.D.
yes: Nathanyan is
now under hand settlement &
I will deal with this
case when I present govt. claims
W. 20/6

COPY.

CIVIL APPEAL No.91 /38.

IN THE SUPREME COURT SITTING AS A COURT OF APPEAL.

BEFORE:- Mr. Justice Copland, Mr. Justice Frumkin and
Mr. Justice Khayat.

IN THE APPEAL OF:-

1. Abdel Qader Haj Ismail Barqawi
in his personal capacity
 2. Rashiqa Khadr 'Iqab Barqawi,
 3. Rafiq Khadr 'Iqab Barqawi
 4. Mariam Khadr 'Iqab Barqawi, on
their own behalf and on behalf
of the heirs of Khadr 'Iqab Barqawi
- APPELLANTS.

v.

1. The Attorney General on behalf of
the Government of Palestine.
 2. Hanotoiah Co.Ltd.
 3. Sea-Shore Development Co. Nathania
 4. Liquidator of Pardess Hagdud
- RESPONDENTS.

Appeal from the judgment of the Land Court of Nablus,
dated the 5th March, 1938.

JUDGMENT.

In this case again, for about the sixth time within a week, the question comes up as to the sufficiency of the security to be given before the appeal can be heard.

The Appellant can do one of three things; (1) he can file a duly authenticated bond in form 19 of the Schedule to the Rules; (2) he can offer to pay a deposit; (3) he can attach his own immovable properties. It is admitted that he did not suffer an attachment nor did he offer to pay a deposit and he elected under Rule 93 to file a bond by a guarantor. The bond filed is in form 19, but form 19 says that the guarantor undertakes to be responsible for the mortgaging of the properties mentioned in the schedule hereunder. Now it is perfectly obvious that that means that the properties must be mortgaged - must be mortgaged in the Land Registry. It is admitted that this has not been done. There being no mortgage, there is no security for the costs of this appeal.

The Appellant asks us to apply, in this case, the provisions of Rule 96 and allow him an extension of time to remedy the defect, but an extension may be allowed by the Court only on good cause being shown. The reason shown for non-compliance with the Rules is the mistake on the part of the Appellant and in not reading the Rules and the Form and that reason is not good cause and the Court cannot allow an extension of time.

The appeal is dismissed with costs and LP3.- advocate's fees to Counsel of each of the Respondents.

It is quite obvious that it would be much simpler for Appellants to pay deposits in Court and to avoid the difficulty of complying with the Rules. In nearly all cases the amount assessed as deposit does not exceed LP10 to LP15, and the Appellants by paying such deposits save the fees to be paid by them in respect of attachments or mortgages.

DELIVERED this 16th day of May, 1938.

(Sgd) R. Copland.

BRITISH PUISNE JUDGE

(Sgd) G. Frumkin

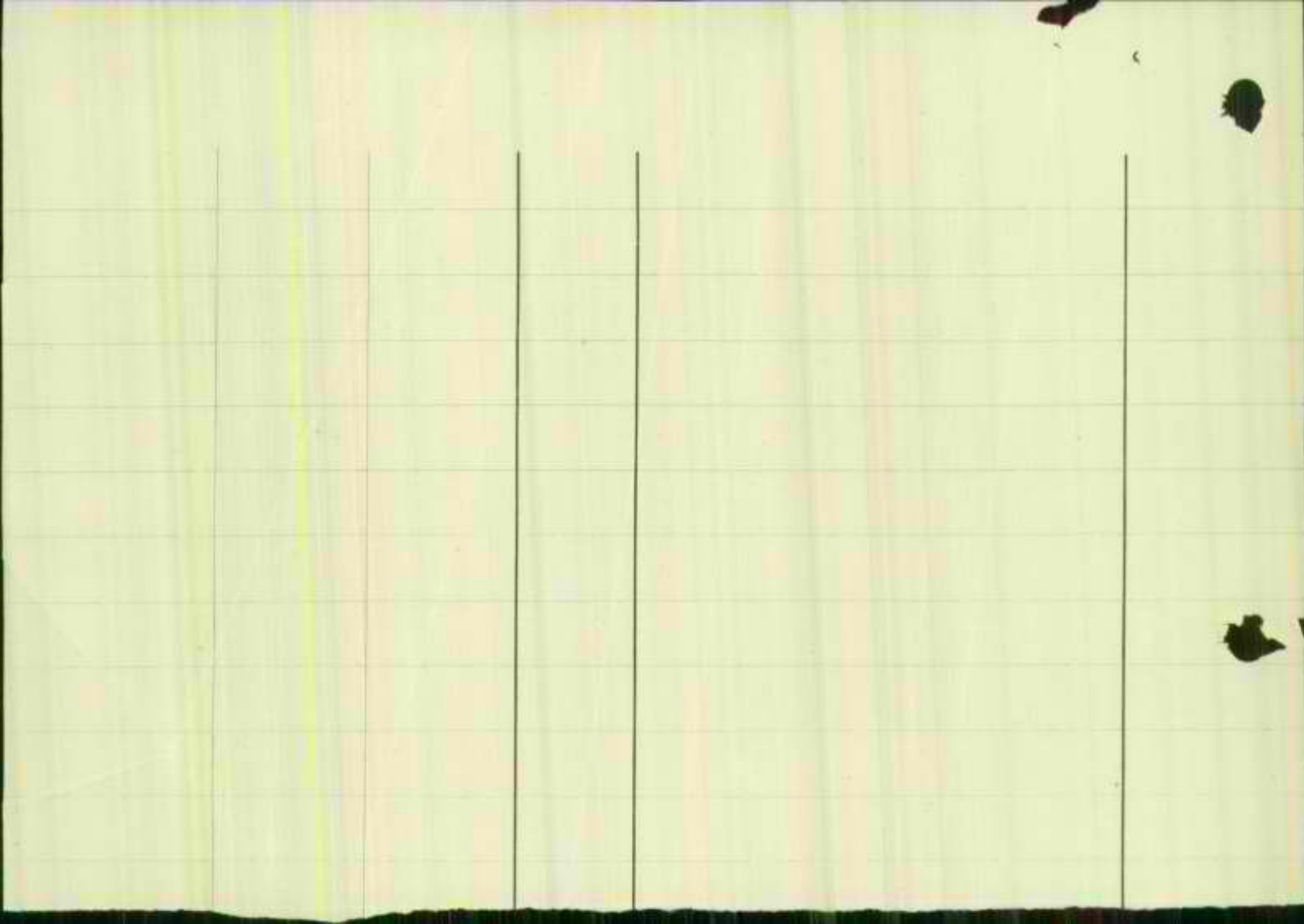
PUISNE JUDGE

(Sgd) F. Khayat

PUISNE JUDGE.

Plan referred to in folios 11 and 12
of 50/1/2(5) - ms.

This is the outline scheme referred to in
para. 2 of 87 - ms.



GOVERNMENT OF PALESTINE

IN REPLY PLEASE QUOTE
No. G. A. 25/1.

ATTORNEY GENERAL'S OFFICE,
NEW RUSSIAN BUILDINGS,
JERUSALEM.



March 24th, 1938.

Commissioner for Lands
and Surveys.

*See Nasr
to Mr. Thar
officers & negotiations
D. Tul 106
30
36
WB*

Subject :- Land Aum Khaled-
Tulkarm (Land Case No.
34/35) Abdul Qader al
Bargawi and others. 89

Reference:- Your D/Tul/106 of
16.2.38., and my letter
of even number dated
9.3.38: 92

I enclose herewith copy of the
decision given in the above mentioned
case for your information.

Edward Peter Bell

CROWN COUNSEL.

RS.

31/3

IN THE LAND COURT at TULKARM.

CORAM: The A/President (Evans, J.) & Shehadeh, J.

1. Abdul Kader Haj Ismail Barkawi
in his personal capacity.
2. Rashika Khader Ikab Barkawi
3. Rafika " " " PLAINTIFFS.
4. Miriam " " "
on behalf of the heirs of
Khader Ikab Barkawi.

v.

1. The Attorney General DEFENDANTS.
on behalf of the Gov. of
Palestine.
2. Hanotoiah Co.Ltd., Tel-Aviv

and

1. Sea-Shore Development Co.
Nathania
2. Liquidator of Pardess Hagdid THIRD PARTIES.

J u d g m e n t.

In this case the plaintiffs claim the cancellation of two registrations in the names of the defendants and the registration of land affected in their names. The 1st third party is a subsequent grantee and the 2nd defendant who were themselves lessees from the first defendant. The whole of the land claimed is thus said to have been originally registered in the name of the first defendant. The plaintiff's case is directed against the acquisition of this registration. The plaintiffs were the registered owners of neighbouring land and their claim is the more surprising in that they were re-registered as owners of an extended area of land in partial consequence of the same transaction.

The plaintiff was the registered owner of shares in land at Um Khaled of an area given as 1481 dunums, and bounded on the West - the only boundary which concerns us - by Birket Abdalla. The shares are shown as 24ths but

Abdalla. The shares are shown as 24ths but are now 12ths by reason of partition. The plaintiffs made the usual claim that the area was understated for the purpose of defrauding the Turkish Government of revenue. On 9-1-26 the plaintiffs and others entered into a contract to sell to one Ahmad Habbab 2,500 dunums of land in this area (Kxh."A"). The land was described as registered land and as bounded on the West by the Sea-Shore. A copy of the registration of the plaintiffs has been produced and has been referred to above. Unless therefore Birket Abdalla and the sea-shore were in effect the same boundary the plaintiffs had in their contract misdescribed the land they proposed to sell and undertaken to sell as registered land, land for which they had no registered title. The plaintiffs received a deposit on the contract to transfer, and the contract contained a term for the payment of £ 6000 damages on breach thereof.

The land plaintiff claimed and proposed to sell was surveyed and divided into plots as shewn on map "B" exhibited. The plaintiff and his co-vendors then applied to the Tapu to effect the sale of plots I and II, the share of the land to be transferred in this area under the contract of 19th January, 1926. The Tapu refused consent to the sale. Under section 4 of the Land Transfer Ordinance the consent of the Director of Lands was necessary to the transfer which, as a matter of law, the plaintiffs must have known. This refusal was perfectly lawful and the possibility of it must have been contemplated. There appears to be no obligation to assigning reason for the refusal, but it is understood that the reason was given to the effect that Birket Abdalla was a well-known geographical feature in the middle of plot I and that the land which the plaintiff proposed to transfer was therefore largely outside the limits of their registration and included a line of unoccupied sand-hills.

The plaintiff then assented to a new division of the

land shewn in Map "C" whereby plot I in Map "B" was divided into Plots I, IV and V, of which I and IV were registered in plaintiff's name with correct areas, and plot V, the sandhills, in the name of Defendant No.1. The plaintiff signed all necessary forms for sale, including map "C", and this transaction was carried through on 28th February, 1927. The plaintiff now seeks to upset it on the ground that his assent was obtained by duress, that he was under penalty of £ 6000 to transfer to the purchasers and that the Tapu had been mistaken as to the identity of Birket Abdalla which lay to the West of all land shewn on the plans and had, by the transaction forced upon the plaintiffs, deprived them of a strip of land of which they were registered owners, as being land to the East of Birket Abdalla.

The plaintiff alleges that he protested at once to the registration of plot V in the name of the Government. We do not regard plaintiff as a credible witness and we believe as the Land Registrar of the time testified, that no protest was made at the time. This action was brought on 11th July, 1935, nearly 8½ years after the "expropriation" complained of. The plaintiff's claim refers to 219;221 dunums; the actual area of plot V is 245.770 dunums and the area named by the plaintiffs seems to be the area of a plot obtained by a re-parcellation of plot V and other land.

A registered owner with a clear title might enter into a contract like Exhibit "A" and expect the consent of the Director of Lands to be given to his sale as a matter of course. In 1927 he might have thought he was liable to the stipulated penalty on refusal of such consent and thereby under undue compulsion, to assent to an expropriation of part of his registered land in order to make the transfer whether the expropriation arose from the mistake of the Land Registrar or other cause. Apart from identifying the land

with the entries, the whole of this case turns on whether the Land Registrar was mistaken as to the position of Birket Abdalla and the plaintiffs were registered owners of the land in dispute.

The Court required the plaintiff to prove the true locality of Birket Abdalla and the identity of the plot of 219.221., dunums with the land he alleges was expropriated from him. He has not proved this identity although it is probable that a large part of this plot is part of the land expropriated.

We have heard evidence brought by plaintiff as to the position of Birket Abdalla, which evidence mainly consisted of evidence of possession up to or around the Birket, but the witnesses varied as to their description of the locality and as to the number of Birkets in the neighbourhood. The first defendant also called evidence; the other parties claim under him.

We have been to the land and seen the places pointed out by each party as Birket Abdalla and we have consulted the survey map produced without objection.

Both alleged Birkets run North and South, and presumably some rough boundary could be obtained by continuing a line drawn through them. The locality is still recognisable from the description given by Mr. Masson though now enclosed and partly built over. The pool pointed out by defendants is still a large pool of water apparently corresponding in position with that shewn on the map. It would also appear to be considerably smaller; this is said to be due to drainage and planting of eucalyptus, and it may well be that with adjacent marsh it was recently considerably larger. The Eastern boundary of plot V does not approach this pool but follows the foot of the sand-hills at some distance from a line drawn through the axis of the pool. In the weather in which we visited the land any pond might be expected to be well filled. The depression pointed out by plaintiff as the

Birket Abdalla was dry; we have no doubt it is not and never was a birket. It is quite incapable of holding water and is not a topographical feature likely to be taken as a boundary. The natural boundary here is the edge of the sandstone-cliff or the top of the dunes thereon, and we have no doubt that the Birket Abdalla referred to is that indicated by defendants. The result of the entries made on 28th February, 1927 was to give to the plaintiffs a wide strip of land to the West of Birket Abdalla comprising all the best arable land between it and the sea. The plaintiff thus acquired a good registered title to land outside their original registration. We have no doubt they accepted an arrangement which gave them a clear title to the best of the land between them and the sea over parts of which they may have thought they had a very shadowy title of possession. It was only after they found the sand hills had a greater economic value than they had foreseen that they opened their mouths wider in an attempt to go back on an arrangement favourable to themselves and in which they had readily acquiesced. In our opinion, their allegation that they acted under any compulsion completely fails. We find that the boundary of plaintiff's original koushan does not extend beyond Birket Abdalla the true position of which is that proved by defendants, and that, therefore, the circumstances from which compulsion could be deduced did not exist.

The plaintiff's case is therefore dismissed. They should pay the costs of defendants and of each of the third parties, and advocate's fees to each Defendant LP 10 and to the 2nd third party LP 1.000.

GIVEN this 5th day of February, 1938.

In presence

JUDGE.

A/PRESIDENT.

93

ALL COMMUNICATIONS TO BE ADDRESSED TO

CONSERVATOR OF FORESTS,
P. O. Box 1167, JERUSALEM.

IN REPLY PLEASE QUOTE

No. F/ 10/8/5

TELEPHONE No. 1022.
TELEGRAPHIC Address "FORESTS".



Government of Palestine.

Department of Forests,
MAMILLAH ROAD,
JERUSALEM.

Date 16th March, 1938.

Subject: Afforestation of Nathanya
Sand Dunes.

Reference: Letter No. F/10/8/5-995 of
24.5.1934 from the Director
of Agriculture and Forests,
addressed to you.

106 in 2nd J.

Commissioner for Lands
and Surveys.

REPLIED 94

I should be glad to know if there
has been any further correspondence on the
above subject since the 24th May, 1934. There
appears to be no reference in my records, but
I am verbally informed that, whereas my files
show that this Department has responsibilities
in connection with this land, further arrange-
ments have removed that responsibility.

E. W. Sale
CONSERVATOR OF FORESTS

GNS/EG

GOVERNMENT OF PALESTINE

IN REPLY PLEASE QUOTE
No. G.A.25/1.



ATTORNEY GENERAL'S OFFICE,
NEW RUSSIAN BUILDINGS,
JERUSALEM.

See also 195
9th March, 1938.

Commissioner for Lands and Surveys.

*for Maher
What action is p. 104
now necessary
16.4.38
hoat
WB*

Subject:- Land at Um Khaled - Tulkarm
(Land Case No.34/35)- Abdul
Qader al Bargawi and others
v. A.G.

Reference:- Your letter D/Tul/106 of
16.2.38, and my letter of
even number dated 22.2.38.

On 5.3.38 the Land Court dismissed
the claim of the plaintiff with costs and fees.
Copy of the decision will be sent to you as soon
as it is received in this office.

Edmund Felix Bell

CROWN COUNSEL.

OW/AK.

91
B/Tul/106

24th February 1938.

Crown Counsel.

Subject: Land at Umm Khalid - Tulkarm. 90

Reference: Your G.A.25/1-36 of 22.2.38

The receipt of my 3 files
No.D/Tib/106 is hereby acknowledged.

h.B.

2
COMMISSIONER FOR LANDS
AND SURVEYS.

/EA.

GOVERNMENT OF PALESTINE

IN REPLY PLEASE QUOTE

No.G.A.25/1-36



ATTORNEY GENERAL'S OFFICE,
NEW RUSSIAN BUILDINGS,
JERUSALEM.

22nd.
~~1st~~ February, 1938.

8/10
see also: 92

Commissioner for Lands and Surveys.

REPLIED 9/

Subject:- Land at Umm Khalid, Tulkarm.

Reference:- Your D/Tul/106 of 16.2.37. 89

I enclose herewith your three files No.D/Tul/106 and shall be glad if you will acknowledge receipt thereof.

The decision of the Court will be given on 5.3.38.

Edmund Ester Bell

CROWN COUNSEL.

89
D/Tul/106

16th February, 1938.

Crown Counsel.

REPLIED 90,92,95

Subject:- Land at Umm Khalid,
Tulkarm.

Reference: Your G.A.25/1(36) of
13th December, 1937. 84

If you no longer require my
three files No.D/Tul/106, I shall be
obliged if you will return them.

I shall also be glad to know
the position of this case.



7 COMMISSIONER FOR LANDS
AND SURVEYS.

B/RA

87

GOVERNMENT OF PALESTINE

Telephone No. 1213

OFFICE OF THE TOWN PLANNING ADVISER
HEROD'S GATE - JERUSALEM

In reply please quote

No. Z/1045/37

P.O.B. 1613.



19th January, 1938.

Commissioner for Lands
and Surveys,
Jerusalem.

RECORDED IN

88, 105

Subject : State Domain - Umm Khaled,
Tulkarem.

86
I am in receipt of your letter No.
D/Tul/106 of the 11th inst. enclosing copies
of a sketch plan and the parcellation submitted
by the Pardes Hagdud Inc., for which I thank
you.

2. Following a detailed investigation it
has been ascertained in this office that not only
does this land fall wholly within the approved
town planning area of Nathanya, but contravenes
the outline scheme in major respects.

See plan at 96
3. It appears incredible that the company
concerned, prior to the production of their
preposterous layout, should not have approached the
Local Commission of Nathanya to obtain the necessary
information with regard to approved road proposals
as affecting their parcellation. In any case since
the land falls within a town planning area, such
parcellation will have to be considered by both the
Local and District Commissions respectively, and I
will strongly advise the company to get into immediate
touch with the engineer of the Local Commission of
Nathanya who will, I feel sure, give them every

assistance.

4. I would stress that in a parcellation of this scale not only must the owners follow approved road alignment as given in the outline scheme but they should in addition make adequate provision for suitable open spaces within the area of the scheme.

5. Should the company experience any difficulty regarding the negotiations as to the layout, with the Local Commission of Nathanya, I shall be glad to submit sketch proposals for the development of this area for further discussion.

A handwritten signature in dark ink, appearing to read 'J. Kendall', with a long, sweeping horizontal flourish extending to the right.

Town Planning Adviser.

1/10,000

Copy for file

1010

DISTRICT: NORTHERN
SUB-DISTRICT: TUL KAREM

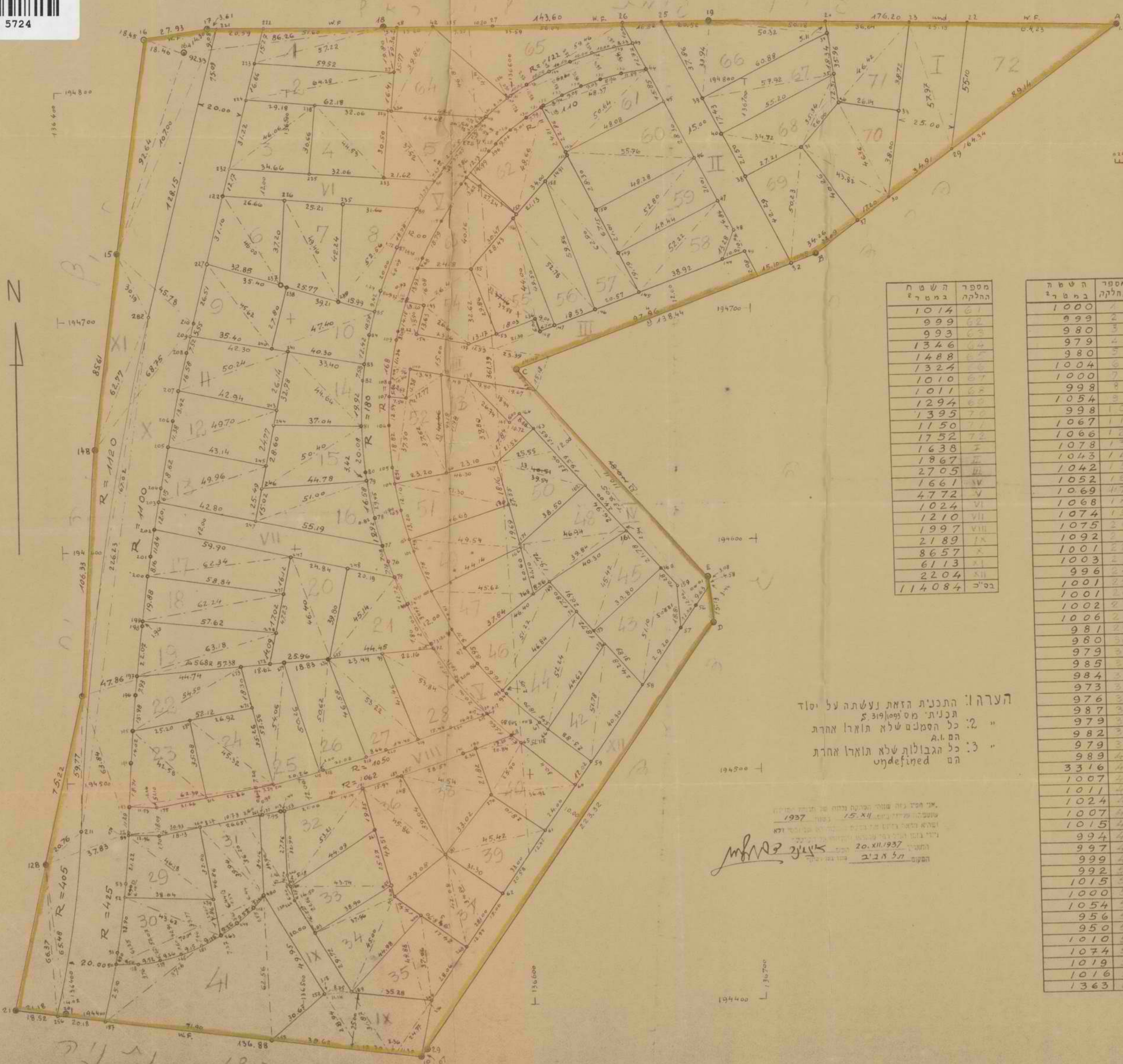
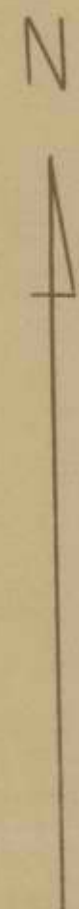
VILLAGE: NATANIA
LOCALITY: SANDUNES PARDESS HAGDUD.
PREPARED FOR PARDESS HAGDUD.



5724

מחוז: הצפון.
נפה: טול כרם.
כפר: נתניה.
מקום: חולות הים
של פרדס הגדוד
הוכנה עבור הנהלת
פרדס הגדוד
מס' סדור: S. 621/2076/37

1:1000



מספר החלקה	השטח במ"ר
1014	61
999	62
993	63
1346	64
1488	65
1324	66
1010	67
1011	68
1294	69
1395	70
1150	71
1752	72
1638	73
1867	74
2705	75
1661	76
4772	77
1024	78
1210	79
1997	80
2189	81
8657	82
6113	83
2204	84
114084	85

מספר החלקה	השטח במ"ר
1000	1
999	2
980	3
979	4
980	5
1004	6
1000	7
998	8
1054	9
998	10
1067	11
1066	12
1078	13
1043	14
1042	15
1052	16
1069	17
1068	18
1074	19
1075	20
1092	21
1001	22
1003	23
996	24
1001	25
1001	26
1002	27
1006	28
981	29
980	30
979	31
985	32
984	33
973	34
976	35
987	36
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982	38
979	39
989	40
3316	41
1007	42
1011	43
1024	44
1007	45
1015	46
994	47
997	48
999	49
992	50
1015	51
1000	52
1054	53
956	54
950	55
1010	56
1074	57
1019	58
1016	59
1363	60

הערה: התכנית הזאת נעשתה על יסוד
תכנית מס' 319/37
2: כל הסמנים שלא תוארו אחרת
הם A.1
3: כל הגבולות שלא תוארו אחרת
הם undefined

אני חסיד גיור שומר המצוות ונזהר
עושה מצוותיך ביום 15.4.1937
וישראל ויהודה וירושלם
ביום 20.11.1937
המקום תל אביב

א. חסיד גיור

458



5690

84

GOVERNMENT OF PALESTINE.

Telegrams: LEGALITY, JERUSALEM.

Reference G.A.25/1(36)

ATTORNEY GENERAL'S OFFICE,

GOVERNMENT OFFICES

JERUSALEM.

15 DEC. 1937
13th December, 1937.

Commissioner for Lands
and Surveys.

REPLIED 89

Subject:- Land at Um Khalid -
Tulkarm.

Reference:- Your D.Tul/106 of 26.11.37. 80

The receipt of your three files
No.D/Tul/106 is hereby acknowledged.

H. J. Cohen
CROWN COUNSEL.

D/Tul/106

5th December, 1937.

Mr. O. Ben-Ammi,
Nathanya Sea-Shore Development Co. Ltd.,
P.O.B. 13,
Nathanya.

Sir,

I have the honour to refer to your letter No. 2/16 dated 18th October 1937, addressed privately to Mr. Stubbs, in regard to the case of Barkawi v. Government of Palestine.

A copy of this letter was sent to Mr. M.J.P. Hogan, Crown Counsel, and I am now requested by him to ask you to call and see him about the case.

I shall be obliged if you will communicate with Mr. Hogan direct in order that you may arrange an appointment.

I am, Sir,
your obedient servant.

h.B.

7 COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to: M.J.P. Hogan Esq.,
Ref. his GA. 34/A of 3.12.37.

3

B/RA

GOVERNMENT OF PALESTINE.

Telegram : LEGALITY, JERUSALEM.

Reference G.A. 34 A.

ATTORNEY GENERAL'S OFFICE,
GOVERNMENT OFFICES
JERUSALEM.



3rd December, 1937.

Dear Bennett,

REFERRED TO 4/

Many thanks for your letter

No.D/Jul/106 of 30th November. 81

I would suggest that the Advocate
of the Nathanya Sea-Shore Development Co.Ltd.
should come and see me in connection with the
matter.

Yours sincerely,

M. Bennett Esq.,
Office of
Commissioner for Lands and Surveys,
Jerusalem.

9/Jul/106 ✓

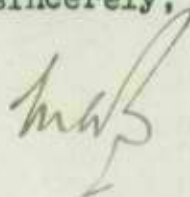
REPLIED 82

30th November 1937.

Dear *Hogan.*

Referring to my conversation
with you, I enclose a copy of a letter
addressed to Stubbs by the Nathanya Sea-
Shore Development Co. Ltd. dated 18th
October 1937.

Yours sincerely,



M.J.P. Hogan Esq.,
Crown Counsel,
Jerusalem.

B/P

חברה לפתוח חוף נתניה בע"מ

NATHANYA SEA-SHORE DEVELOPMENT Co. Ltd.

Head Office:

SIR HERBERT SAMUEL ROAD
NATHANYA, PALESTINE
P. O. Box 18 — Phone 23
AGENCIES & OFFICES IN THE
PRINCIPAL CITIES OF THE WORLD

BANKERS:

The Anglo-Palestine Bank Ltd. T.A.
Bnei-Benjamin Bank Ltd. Tel-Aviv
Kupat Mivva Bank, Nathanya

Cable Address: SEADEVELOP

רומשר הראשי:

רחוב סיר הרברט סמואל
נתניה, ארץ-ישראל
ת.ד. 18 — טלפון 23
סוכנויות ומשרדים
במרכזי היהודים
בנקים:

בנק אנגלו-פלשתינה בע"מ תל-אביב
בנק בני-בנימין בע"מ רחל-אביב
בנק קופת מלחה חקלאית נתניה
הסניף המרכזי: SEADEVELOP

Nathanya, 18th October, 1949. נתניה.

2/16-2027

83

REPLIED

Mr. J.N. Stubbs,
Director of Land Registry
Jerusalem.

Subject: Barkawi v. Government of
Palestine.

Dear Sir,

With reference to our conversation in respect of the foregoing mentioned case I wish to add that the Advocate appearing in Court on behalf of Government is rather unacquainted with the actual facts of this case.

Our Advocate is of the opinion that should the proceedings in Court be managed as hitherto we stand a chance of losing the case.

It is therefore advisable that the present Advocate should be replaced by a more competent person and to instruct him that he should co-operate with us in all matters concerning this law suit, as the matter is of mutual interest to us.

Whereas the next sitting of the Court will be held in the course of next month, I should be thankful if this letter will receive your full attention at an early date.

Sincerely yours,

O. Ben-Ammi

O. Ben - Ammi.

80
D/Tul/106

26th November, 1937.

A/Government Advocate.

RECEIVED

84

Subject:- Land at Umm Khalid,
Tulkarm.

At the verbal request of Mr. Toukan

I enclose herewith the three files D/Tul/106.

Kindly acknowledge receipt.

hwb
2 COMMISSIONER FOR LANDS
AND SURVEYS.

JGM/RA

Shoke to Mr. Hogan + mentioned
his importance of this case. He
promised to look into it and
that to have Mr. Hogan was
an asset.
27.11.37 hwb

AN AGREEMENT MADE THIS fourth day of July,
One Thousand Nine Hundred and Thirty-two between His
Excellency Lieutenant General Sir Arthur Grenfell
Wauchope, K.C.B., C.M.G., C.I.E., D.S.O., High
Commissioner for Palestine for and on behalf of the
Government of Palestine (hereinafter called the "Lessor")
of the one part and the Hanotaiah Ltd. a Company duly
registered under the Laws of Palestine (hereinafter called
the "Lessee") of the other part.

WHEREBY IT IS AGREED AS FOLLOWS:-

1. The Lessor agrees to let and the Lessee agrees to take on lease, for the purpose of afforestation and erection of dwelling houses and/or such other development or use as the Lessor may from time to time approve in writing, all that area of land described in the schedule attached hereto for the term of ninety nine years from the date hereof.

2. (a) The Lessee shall, during the first twenty years of the term hereby created, pay to the Lessor an annual rental of fifty Palestine mils per dumm payable in advance on or before the first day of July in each year, the first of such payments to be made on the execution hereof.

(b) For each subsequent period of twenty years and for the last period of nineteen years of the term hereby created, the annual rent shall be a sum calculated at the rate of five Palestine pounds per centum on the unimproved capital value of the land, at the end of the twentieth, fortieth, sixtieth, and eightieth years respectively of the term hereby created. The said

value shall be determined by agreement between the parties hereto or in default of agreement by arbitration as herein prescribed; provided always that such value shall not be greater than the unimproved value of similar lands in the neighbourhood and that the extent to which the value of the land hereby demised may have been increased by expenditure made by the Lessee, its agents, servants or nominees, or as a result of or in consequence of such expenditure on the said land, shall not be taken into account when calculating the said value.

(c) The rent hereby reserved shall be paid in addition to any taxes, rates, tithes or other assessments or charges from time to time imposed by the Government or any authority in conformity with any general law upon the land hereby demised.

3. The Lessee shall not, without the consent ~~af~~ in writing of the Lessor first obtained, assign, mortgage or otherwise dispose of or charge his interest in the land hereby demised or any part thereof; provided that such consent shall not be unreasonably withheld; and provided further that the Lessee shall be entitled to sublet parcels or plots of the said land subject to the following conditions. The Lessee shall, immediately upon execution, submit to the Lessor for his approval all such sub-leases as shall be granted by the Lessee to its members and such sub-leases shall not become operative until 30 days after the date of their receipt by the Lessor who shall be entitled to withhold his consent but not unreasonably to any such sub-lease.

4. The Lessee shall within six months from the date hereof, at his own cost, cause a survey of the land hereby demised to be made and shall furnish the Lessor with a copy of the plan of such land and shall further erect and maintain on the boundaries of the

said land, permanent boundary marks of a kind and number and in such places as shall be approved by the Lessor.

5. The Lessee shall submit to the Lessor within three months from the date hereof a general scheme for the afforestation of the land hereby demised and the Lessor shall notify his approval or disapproval of or objection to the scheme within three months after it is submitted to him, and the Lessee shall if required, submit an amended scheme within one month which shall be subject to the like approval or disapproval. If the Lessor shall not approve such amended scheme within the time aforesaid a dispute shall be deemed to have arisen which shall be determined by arbitration in manner provided in clause 17 hereof.

6. The Lessee hereby undertakes to execute all such works as shall be reasonably necessary for the afforestation of the land and of the arrestation of the sand drift in accordance with the approved general scheme as hereinbefore set out within ten years from the date of approval of the general scheme by the Lessor. PROVIDED that the Lessee shall not, save with the previous consent in writing of the Lessor, divert any watercourse or obstruct or interfere with the free use of water by persons who have hitherto enjoyed it or the free flow of water to adjacent lands which have hitherto received such water.

7. (a) The Lessee agrees that where operations carried out by him do not have the effect of arresting sand drift he shall take such further measures as in the opinion of the Chief Forest Officer are necessary to arrest the said sand drift provided that the Chief Forest Officer shall at the request of the Lessee furnish the Lessee with a Schedule of the measures to be taken and provided also that such measures shall

be those commonly employed to arrest Sand drifts.

(b) The Lessor reserves the right to cause such operations to be carried out by the Government at the cost of the Lessee should the Lessee fail to execute any operation in the manner and within the period specified to the satisfaction of the Chief Forest Officer and the Lessee agrees to pay such costs on demand provided that if a dispute has arisen regarding the measures taken or to be taken and the matter has been referred to arbitration this right shall not become operative until such time as the Arbitrators have made their submission.

8. The Lessee hereby agrees that there shall be excluded from the land hereby demised all public roads, paths or highways existing thereon at the date hereof together with an area on the sea-shore of a width not exceeding sixty metres from the high-water mark.

9. Nothing in this agreement shall confer on the Lessee any right to antiquities or to minerals found on or below the surface of the land hereby demised or to work any mines therein, but such mines minerals and antiquities shall in all cases be and remain the exclusive property of the Lessor. The Lessor or persons authorised by him shall at all times have the right of access to the said land for the purpose of inspecting, taking, winning or prospecting any such antiquities or minerals found on or in the said land.

10. (a) Nothing in this lease shall be taken to affect or derogate from the right of the Lessor at any time to resume without expropriation proceedings any part of the land hereby demised which may be necessary for the purpose of constructing, widening,

improving or reconstructing any public road or constructing, improving or reconstructing any railway or other public work.

(b) The Lessee shall be entitled to such reasonable compensation or reasonable abatement of rent in respect of any lands of the use of which he is deprived in accordance with this clause as may be agreed between the parties hereto, or in default of agreement, ^{be} may/determined by arbitration under the provisions hereof.

11. The Lessor or any persons authorised by him may at all times enter on the land hereby demised to inspect the same without let or hindrance by the Lessee.

12. On the expiration or sooner determination of the term hereby created the Lessee shall deliver up the said land to the Lessor in a good and clean condition and fit for occupation by an incoming tenant, together with all buildings, machinery engines pipes and trees which may have been erected installed or planted on the premises with the exception of portable buildings, engines and machinery which can be removed without damaging or defacing the land demised. The buildings, machinery and other property which are not removed shall be left in a good state of repair and condition.

13. The Lessee shall not be entitled to any compensation in respect of any property existing on the land at the time it is delivered up whether such property is to be removed by the Lessee or to be left on the land.

14. Interest on all sums payable under this agreement which shall be in arrear shall run at the legal rate from the date when payment is due.

15. If at any time during the currency of the term hereby created the Lessee shall fail to pay the rent in the manner aforesaid and such rent shall remain unpaid for a period of sixty days or if the Lessee shall fail to observe or perform any of the provisions of this agreement the term hereby created shall be forfeited and the Lessor may forthwith re-enter upon the premises and thereafter possess the same as though this agreement had never been made;

Provided that:-

- (a) entry by the Lessor shall not affect the liability of the Lessee in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) The Lessor shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent unless notice of the breach has been served upon the Lessee and the Lessee during the period of three months from the date of notice has failed either to comply with the terms hereof, or to submit the matter to arbitration under clause 17 hereof. If the matter is so referred to arbitration by the Lessee and the Lessee fails to comply with the terms of the arbitrators' award within three months from the date hereof, the Lessor's right of re-entry shall be revived.

16. Upon the exercise of any right of re-entry for the non-payment of any rent reserved, or for failure to perform or fulfil any condition or agreement herein contained or implied, no compensation shall be due to the Lessee except in respect of any land taken from him for a public purpose under clause 10 hereof.

17. In the event of any dispute arising between the parties hereto as to any matter or thing arising out of this agreement or any matter relative

thereto such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Law for the time being in force in Palestine.

In witness whereof the said parties have hereunto set their hands the day and the year first above written.

Signed by the High Commissioner
for Palestine.

Sgd. Arthur Wauchope.
HIGH COMMISSIONER.

In the presence of

Sgd. Eastwood.

Signed & sealed by the
Directors of Hanotaiah Ltd.

Sgd. D. Ben-Ammi,
" N. Machnis.
DIRECTORS.

In the presence of

" A.E. Taylor.
DEPARTMENT OF LANDS.

I hereby authenticate the signature of the Lessee and the Lessor on the Deed, and certify that the Lessee and Lessor freely and voluntarily executed the Deed and understand its contents.

Sgd. J.K. Stubbs.
DIRECTOR OF LANDS.

(8)

This Deed was registered under Deed
No. 947/32 on the first day of November, 1932, in the Land
Registry of Tulkarm Town or Village, *Ham Khalid Khan No. 1 Vol No 26, 1922*
Fees *LP. 5.260* mils paid, vide receipt No. 211843

Registration of this Deed does not
guarantee the title to the land therein referred to.

Sgd. J. Jaoumy
REGISTRAR OF LANDS.

Seal of Registry Office.

Schedule referred to in Section One Above.

<u>Parcel.</u>	<u>Area in Standard Duns.</u>	<u>Registration in Land Registry of Tulkarm.</u>
A	225.326	45/27 of 28.2.27.
B	697.491	199/26 of 26.11.26.
C	123.365	79/30 of 28.1.30.

THE WHOLE AREA HAS BEEN DELINEATED ON
THE ATTACHED PLAN, MARKED A, B, AND C, AND OUTLINED
IN YELLOW.

1914
The first of the year was a very busy one
and the work was very hard.
The first of the year was a very busy one
and the work was very hard.
The first of the year was a very busy one
and the work was very hard.

Yours truly,
[Signature]

1914
The first of the year was a very busy one
and the work was very hard.
The first of the year was a very busy one
and the work was very hard.
The first of the year was a very busy one
and the work was very hard.

THIS INDENTURE is made on the 16th day of April, 1934, between Hanotiah Ltd.

(Hereinafter referred to as the Assignor) of the one part, and Pardess Hagdud, Inc., (hereinafter referred to as the Assignee) of the other part;

WHEREAS by an indenture of Lease (hereinafter referred to as the lease) dated the fourth day of July, 1932, and made between His Excellency Sir Arthur G. Wauchope, High Commissioner for and on behalf of the Government of Palestine, of the one part (hereinafter referred to as the Lessors) and the Assignor of the other part, all that area of land comprising 1061.38 Standard Durums more or less, registered in three separate parcels in the Land Registry of Tulkarm, under Deed numbers 45/27 of 28.2.27, 119/26 of 26.11.26, and 79/30 of 23.1.30, was demise to the Assignor for a period of ninety-nine (99) years, according to the deed of lease a copy of which is attached hereto initialled by the parties, subject to the payment of certain rents, and to the covenants, conditions, and stipulations therein contained and binding on the Assignor, including a stipulation against assignment without the consent in writing of the Lessors.

AND WHEREAS the Assignee is desirous of obtaining an assignment by the Assignor of that part of the said demise premises hereinafter described and the Assignor is prepared to make such assignment subject to the terms and conditions of the said lease and the obligations of the Assignor thereunder.

NOW THIS INDENTURE WITNESSETH

AS FOLLOWS:-

1. That in consideration of LP.1 (One Palestine Pound) paid by the Assignee to the Assignor (the receipt of which sum the Assignor hereby acknowledged) the Assignor hereby assigns to the Assignee, all and singular that portion of the premises comprised in and demised by the said lease which portion consists of an area of approximately 114.084 dunams and which portion is described and the situation thereof fixed on the map attached hereto and marked Section V-1 and initialled by the parties hereto.

TO HOLD the same to the Assignee for the residue now unexpired of the term of ninety-nine (99) years created by the said lease, subject to the payment of the rents and performance and observance of the Assignor's covenants, conditions and stipulations in the said lease reserved and contained. And the Assignee hereby covenants with the Assignor with the object and intention of affording to the Assignor a full and sufficient indemnity, henceforth during the said term of years to pay the rents reserved by the said indenture of lease in respect of the portion of the demised premises the subject matter of these presents in proportion to the total rent payable, and to observe and perform all the covenants, conditions, and stipulations in the said indenture contained and on the Assignor's part to be observed and performed in respect of the said portion of the demised premises and to keep indemnified the Assignor from and against all actions, proceedings, claims and demands on account of the same, or in any way relating thereto.

2. The Assignee hereby covenants with the Assignor henceforth to pay to the Lessor direct the amount of rent due on that portion of the premises comprised in and demised by the said lease which portion is in these presents described and assigned on the days and in the manner therein provided and to observe all the covenants, conditions, and stipulations therein contained, and on the Assignor's part to be performed and observed.

3. Nothing herein contained shall prejudice or affect the original reservation of RENT, or the binding effect of the several stipulations contained in the said lease or the right of the Lessor to re-enter upon the demised premises, under the power of re-entry reserved to it by the said lease for non-payment of the said rent, or breach, or non-observance of any of the said covenants, conditions or stipulations.

IN WITNESS WHEREOF the parties hereto hereunto set their seals at Tulkarm this 16th day of April, 1934.

Sgd. Manotiah Ltd. Sgd. O. Ben-Ami.

Pardess Hagdud Inc. Sgd.
Sgd. J. Jacobs.
" J.H. (?)

Witness to signatures:

Jacob S. Shapira.
N. Parigel.

I hereby certify that on 16th April 1934 there appeared before me the above named Assignor and Assignee and being identified by Mr. J.S. Shapiro and Mr. N. Parigel acknowledged the seals and signatures on this deed to be theirs and that they freely and voluntarily executed this deed and understand its contents.

Sgd. A. Hissin.
REGISTRAR OF LANDS,
SUB-District of TULKARM.

This deed was registered under Deed No.479 on the 16th day of April 1934, in the Land Registry of Tulkarm and the Register of Umm-Khalid Vol.III, Folio 125. Registration Fees to £P.0.570 mls were paid, vide receipt No.252360 of 16.4.34.

Sgd. A. Hissin.

REGISTRAR OF LANDS.

Seal of: LAND REGISTRY OF TULKARM.

1/28



79
B
25th November, 1937.

The Crown Counsel.

Subject:- Land Case 34/35.

Reference:- Your G.A.25/1(36) of 20.11.37. 78

On Wednesday November 24th, in the company of the Junior Government Advocate, Naim Bey Toukan, and the Registrar of Lands, Tulkarm, I inspected the piece of land claimed by Abd el Qader el Barkawi and others in the case No.34/35. The boundaries were shown me, and coincided with those on the map produced.

The piece of land in question is part of the belt of sand dunes running along the coast, and here rises to the cliffs on the west from a depression known as the Birket Abdulla and can be described as an irregular sandy slope with a very broken contour giving evidence that from its topographical features alone, it neither has been cultivated nor could it be cultivated without an immense amount of levelling and cleaning except for one or two small patches on which are growing very old sarris bushes and a wild carob or so.

Comparatively heavy growth of natural herbage consists of sarris (*pistachia lentiscus*) a few old wild carobs, *amophylla* grass, and species of *artemesia* and wire-grass. If the more level parts were cleaned and put under the plough there would be an immediate and considerable drift.

Additionally the present occupiers have done excellent work in fixing some of the drift sand by planting tamarisk, *accacia* spp. and eucalyptus. The age of the natural herbage

in itself is sufficient and convincing proof that the piece has never known a plough to say nothing of the additional point of the irregularity of the terrain.

From personal knowledge of the area in the course of my Government service dating since January 1919, I have never seen crops growing there.

Thurman

CHIEF AGRICULTURAL OFFICER.

Copy to Commissioner of Land Survey

25th November, 1937.

The Crown Counsel.

Subject:- Land Case 34/35.

Reference:- Your G.A.25/1(36) of 20.11.37.

On Wednesday November 24th, in the company of the Junior Government Advocate, Naim Bey Toukan, and the Registrar of Lands, Tulkarm, I inspected the piece of land claimed by Abd el Qader el Barkawi and others in the case No.34/35. The boundaries were shown me, and coincided with those on the map produced.

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in itself is sufficient and convincing proof that the piece has never known a plough to say nothing of the additional point of the irregularity of the terrain.

From personal knowledge of the area in the course of my Government service dating since January 1919, I have never seen crops growing there.



CHIEF AGRICULTURAL OFFICER.



78
CROWN COUNSEL'S OFFICE
JERUSALEM.

20th November, 1937.

Director of Agriculture & Fisheries,
Jerusalem.

REFERRED TO

79

Subject :- Land Case No.34/35 - Abdul Qader Barqawi & others v. the Attorney General on behalf of the Government of Palestine.

Reference:- Letter of the Commissioner for Lands and Surveys to you No.D.Tul/106 of 12.10.37. 71

I shall be glad if the inspection will be carried out by Mr.Mason on Wednesday the 24th inst.

An officer of this office and the Land Registrar, Tulkarm, will await Mr.Mason in the Land Registry Tulkarm on the date fixed above and thence proceed to Nathanya Colony between 10.30 and 11 a.m.

O. W. A. S.
JUNIOR GOVERNMENT ADVOCATE.

Copy to:- Commissioner for Lands and Surveys
ref. his letter No.D.Tul/106 of 12.10.37. 71

Land Registrar, Tulkarm.

D/Tul/106

URGENT.

16th November, 1937.

Government Advocate.

Subject:- Land Case No. 34/35 - 'Abdul Qader al Bargawi and others vs. Attorney General on behalf of the Government of Palestine. 70

Reference: Your GA.25/1-36 of 9.10.37 and my D/Tul/106 of 12.10.37. 71

Mr. Mason of the Department of Agriculture has been summoned to attend the District Court, Tulkarm, on 30th November 1937 and I shall therefore be obliged if you will arrange direct with him for the inspection.

Mr. Mason requests that he may be given three days notice.

Incub
2 COMMISSIONER FOR LANDS AND SURVEYS.

Copy to: Director of Agriculture and Fisheries; Ref. his AG/1/28 of 14.11.37. 76

B/RA

ALL COMMUNICATIONS TO BE ADDRESSED TO
DIRECTOR OF AGRICULTURE
AND FISHERIES.

IN REPLY PLEASE QUOTE

No. Ag./ 1/28

Telephone No. 1022, JERUSALEM

BY HAND.

76
Government of Palestine

Department of Agriculture & Fisheries,

JERUSALEM, PALESTINE

P. O. B. 483

November 14th, 1937.

Subject :- Land Cases. 73

Reference :- My 1/28 of 2.11.37.

Commissioner for Lands
and Surveys.

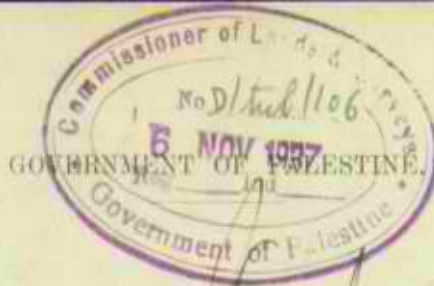


I shall be glad to be favoured with
an early reply to my letter under reference.

J. H. Masun

Acting Director of Agriculture
and Fisheries.

MA.



In reply please quote

No. **11/176**

P.O.B. 1
Tel. No. 11

DISTRICT OFFICES
TULKARM.

4.11.37

Sir,

Subject:-State Domain - Um Khalid

Reference:-Your P116/2/C of 25.10.37.

I forward herewith receipt No.54873
dated 4.11.37 for the sum of LP.1.100 Mils
in settlement of rent due for the period
4.7.37 to 3.7.38.

I have the honour to be

Sir,

Your obedient servant.

(Sgd.) G. G. Grimwood

WA/EM.

ASST. DISTRICT COMMISSIONER
I/C TULKARM SUB DISTRICT.

Mr. Bernard Joseph
P.O.B. 750
Jerusalem.

Copy to:-Commissioner for Lands
& Surveys.

*Noted
Register
8/11
[Signature]*

22/11/37
74
C
D/Tul/106

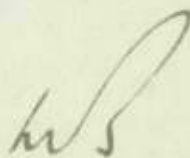
4th November 1937.

Government Advocate.

Subject:- Land Case No.34/35 - 'Abdul
Qader al Barqawi and others
vs. Attorney General on
behalf of the Government of
Palestine. 70

Reference: Your GA.25/1/36) of 9th
October 1937 and my D/Tul/106
of 12.10.37. 71

I shall be obliged if I may
know what action has been taken by you
to have the land inspected and a report
submitted before 30.11.37.



COMMISSIONER FOR LANDS
AND SURVEYS.

H/P

ALL COMMUNICATIONS TO BE ADDRESSED TO
DIRECTOR OF AGRICULTURE
AND FISHERIES.

IN REPLY PLEASE QUOTE

No. Ag. 1/28

Telephone No. 1022, JERUSALEM

Government of Palestine

Department of Agriculture & Fisheries,

JERUSALEM, PALESTINE

P. O. B. 483

November 2nd, 1937.

By hand



Subject :- Land Cases.

Reference :- Your D/Tul/106 of 12.10.37
to Government Advocate with
a copy to this office.

Revised 76

Commissioner for Lands
and Surveys.

I refer to your letter
D/Tul/106 of the 12th October, 1937,
addressed to the Government Advocate
and shall be glad to know how the
matter now stands.

71

J. P. Chasani

Acting Director of Agriculture
and Fisheries.

MA.

D/Tul/106

12th October 1937.

71
see also: 74, 77

Government Advocate.

73, 78
REFERRED TO

Subject:- Land Case No. 34/35 -
'Abdul Qader al Barqawi and
others vs. Attorney General
on behalf of the Government
of Palestine.

Reference: Your GA.25/1(36) of 9th
October 1937. 70

A summons has been served upon
Mr. Masson of the Department of Agriculture
to attend the Court at Tulkarm on November
30th next, and before that date he has to
carry out an inspection on the ground with
the Registrar of Lands, Tulkarm.

I shall be grateful if you will make
the arrangements with the Registrar, in con-
sultation with Mr. Masson, for the inspection
and submission of the Report.

The documents forwarded with your letter
GA.25/1(36) of 12.8.37 are returned herewith.


COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to Director of Agriculture & Fisheries.
Ref. his AG.1/28 of 6.10.37. 68

Registrar of Lands, Tulkarm.

CK/P

GOVERNMENT OF PALESTINE.

Tel. Address: Legality, Jerusalem

GOVERNMENT ADVOCATE'S OFFICE
LAW COURTS, JERUSALEM.

In reply please quote
No. G.A. 25/1(36)



9 October, 1937.

Commissioner for Lands and Surveys.

REPLIED 9/10/37

Subject:- Land Case No. 34/35 -
Abdul Qader al Bargawi
and others vs. Attorney
General on behalf of the
Government of Palestine.

I shall be glad if a reply may
now be given to my above quoted letter.

M. P. Sh...
GOVERNMENT ADVOCATE.

*re Kargu.
will be dealt with this?
JH*

DR. BERNARD JOSEPH
BARRISTER-AT-LAW & NOTARY PUBLIC
ZIV SHWARZ
ADVOCATE

الدكتور برفارد جوزيف
محامي وكاتب عدل
صني شوارز محامي
شارع الاميرة ماري القدس
ص.ب. ٧٥٠ تلف. ٦٩٦
المكتب في تل ابيب
٢٦ روطشيلد بلوارد تلف. ١٠١٨

BERNARD JOSEPH & Co.

ADVOCATES

JERUSALEM
PRINCESS MARY AVE.
P.O.B. 750 PHONE 696
TELEG.: "BEEJOSEPH" JERUSALEM
TEL-AVIV OFFICE
26 ROTHSCILD BLVD.
PHONE 1018

ברנרד 'יוסף ושות'

עורכי-דין

ד"ר ברנרד יוסף
עורכי-דין ונטריון
צבי שורץ
עורכי-דין
ירושלים
רחוב הנסיכה מרי
ת.ד. 750 טלפון 696
המשרד בתל-אביב
26 שדרות רוטשילד
טלפון 1018

REF. 2/B P 145



JERUSALEM, October 5, 1937

The Commissioner of Lands & Surveys
Government of Palestine
Jerusalem

Sir:

I have the honour to acknowledge with thanks
receipt of your letter D/Tul/106.

In the meantime my clients succeeded to come to
an agreement with the Town Planning Commission of Natanya and
I shall proceed with the partition without further delay.
I shall let you have a copy of the map approved by the said
Town Planning Commission in due course.

I have the honour to be,

Sir,

Your obedient servant,

Bernard Joseph & Co.

Department of Agriculture & Fisheries,
JERUSALEM, PALESTINE
P. O. B. 483

October 6th, 1937.

Subject :- Land Case No. 34/35
Abdul Kader el Barkawy
and others - Tulkarm.

Reference :- Land Case No. 34/35

REFERRED TO 71

President,
District Court,
Nablus.



I return duplicate Summon to
Witness duly served and signed by Mr. G.G.
Masson, Chief Agricultural Officer.

2. It is observed that this case
will be dealt with on the 30th November,
1937, but no notification has as yet been
received for Mr. Masson to inspect the
land and unless this is done by him before
that date it will be useless for him to
appear at the Court on the appointed day.

3. I shall therefore be grateful
if arrangements may be made for the land to
be inspected before the 30th November, 1937.

(Signed) J. M. SMITH

MA.

Acting Director of Agriculture
and Fisheries.

Copy to : Comm. for L.&S. ✓
ref. D/Tul/1061 of 1.11.37. 61
12/46

IN REPLY PLEASE QUOTE

No. Ag. 1/28

Telephone No. 1022, JERUSALEM

Government of Palestine

Department of Agriculture & Fisheries,

JERUSALEM, PALESTINE

P. O. B. 483

5th October, 1937.

Chief Registrar,
Supreme Court,
Jerusalem.



Subject: Land Case No. 34/35, Abdul Kader
El Barka and others, Tulkarm.

Reference: Land Case No. 34/35.

I enclose a copy of a letter from the Chief
Agricultural Officer which is self-explanatory.

2. I have no doubt that you will agree that Mr.
G.G. Masson should have been advised that the case would
not be heard on the 30th September, 1937. It is quite
evident that the Government Advocate was advised, as
otherwise he would have attended at Tulkarm on that date.

3. Mr. Masson is already an overworked officer
and cannot afford to waste his time, apart from incurring
unnecessary expenditure to Government on travelling. I
shall be obliged, consequently, if you will arrange that
in future Mr. Masson or this office may be notified as
and when any case which Mr. Masson has been summoned to
attend, has been deferred.

(Signed) J. M. SMITH

AB

ACTING DIRECTOR OF AGRICULTURE
AND FISHERIES.

Copy to: Commissioner for Lands and Surveys,
Ref. His D/Tul/1061 of 1.9.37.

1/28

2nd October, 1937.

Acting Director of
Agriculture and Fisheries.

Subject: Land Case No. 34/35 - Abdul Kader
El Barkan and others.

Reference: Attached letters.

I regret I am forced to bring to your notice a case which seems to reflect flagrant mismanagement, caused me a loss of a day, and the Government over £P. 2.- in expenses. At the request of the Commissioner of Lands your approval was given for me to inspect an area which had been previously inspected by a private person, but at the instance and request of the Government Advocate, it appeared necessary for me to make a further inspection.

2. I have done many of these cases and it is always usual for the advocates of the defendant or plaintiff or the Registrar of Lands of the Sub-District in which the area is situated to advise me of a date of inspection. No such advice was given me and I have very strong reasons to suspect that the Registrar, Tulkarm, has never been informed. In any case I have not received any intimation from either Land Registrar, Tulkarm, or advocates of plaintiff or defendant to inspect.

3. Only on the 28th of September did I receive a Summons to attend the Land Court on the 30th, which I did, fully expecting that as I received no previous intimation, the inspection would be made on the same day, or actually on the ground as has frequently been the case with me in the past.

On the 29th of September, Mr. Kenyon of the Lands Department brought me up the maps of the piece of land and he telephoned to the office of the Government Advocate and was informed that he had indeed left for Tulkarm the day previously, so that there was no indication to me that the case was not to be heard.

I was present at the Court at Tulkarm at the appointed time, 9.00 a.m. I waited through another case until noon, when even the representative of the Attorney General who was to appear on behalf of the Government had not arrived. Under the circumstances, I consider that the officer responsible should be censured and that an apology is due to me. Inter alia I hardly like to think what would happen to a Government Advocate who failed to appear in a Court in England when he is due to prosecute a case.

Sgd. G.G. Masson

CHIEF AGRICULTURAL OFFICER

D/Tul/106

30th September, 1937.

Gentlemen,

REPLIED

68.85

65

I have the honour to acknowledge receipt of your letter No.P.145/1/C of September 14, 1937 and have no objection to your taking the course outlined in paragraph 4 of your letter, namely, that your clients should effect the partition proposed by registration in the Land Registry.

Such action will facilitate land settlement as it will simplify the investigation of claims since the parcels of your various clients will be registered separately in the Registry.

I am, Gentlemen,
your obedient servant.

CK
f COMMISSIONER FOR LANDS
AND SURVEYS.

Messrs.
Bernard Joseph & Co.,
Advocates,
P.O.B.750,
Jerusalem.

CK/RA

Dr. BERNARD JOSEPH
BARRISTER-AT-LAW & NOTARY PUBLIC
ZIV SHWARZ
ADVOCATE

الدكتور برفارد جوزيف
محامي وكاتب عدل
صليح شوارز محامي
شارع الاميرة ماري القدس
ص.ب. ٧٥٠ تلف. ٦٩٦
المكتب في تل ابيب
٢٦ روطشيلد بلوارد تلف. ١٠١٨

BERNARD JOSEPH & Co.

ADVOCATES

JERUSALEM
PRINCESS MARY AVE.
P.O.B. 750 PHONE 696
TELEG.: "BEEJOSEPH" JERUSALEM

TEL-AVIV OFFICE
26 ROTHSCILD BLVD.

PHONE 1018



ברנרד יוסף ושות'

עורכי דין

ד"ר ברנרד יוסף

עורכין ונשרין

צבי שורץ

שרדן

ירושלים

רחוב הנסיכה מרי

ת.ד. 750 טלפון 696

המשרד בתל-אביב

26 שדרות רוטשילד

טלפון 1018

REF.

Pl45/1/C

JERUSALEM, September 14, 1937

R.F. Jardine Esq.,
Land Department,
Jerusalem.

REPLIED

66

Dear Mr. Jardine,

I enclose for your convenience
copy of a letter which I have today addressed to
the Commissioner for Lands and Surveys concerning
the matter I discussed with you last Friday.

Yours sincerely,

Bernard Joseph

Enc.

*who is this
file?
with Mr. King*

*M. Hadani
Can I have it
20/9*

P145/1/C

September 14, 1937.

Commissioner for Lands and Surveys,
Government of Palestine,
Jerusalem.

Sir,

Your No.D/Tul/106

I have the honour to refer to your letter of August 28th on the above subject.

I am obliged to you for drawing my attention to the fact that parcellation plans should be submitted to the Local Town Planning Commission.

As you will see from para.2 of my letter, the plan was intended to be a partition plan. By error it was described in the last paragraph of my letter as a parcellation plan. I would point out that the provisions of the Town Planning Ordinance do not bind the Land Registry nor are they enforceable by the Land Registry. That Ordinance clearly provides for the sanction to be applied in case of persons parcellating their land in the Land Registry without previously obtaining the approval of the Town Planning Commission, namely that they are liable to be refused building permits if the Town Planning Commission subsequently requires them to amend the parcellation. There is nothing however in the Town Planning Ordinances which makes it compulsory for persons to present a parcellation scheme to the Town Planning Commission unless an order has been made to that effect by that Commission. No such order has been made in this case. In any event, the Land Registry is not concerned with the position as between Landowners and Town Planning Commission.

I would point out that this matter was duly considered and decided in the sense of my contention by the Director of Land Registration about a year ago with regard to another transaction in the same area. It was then decided that the Director of Land Registration could not refuse to register a partition agreed to by the parties merely because the partition plan had not been approved as a parcellation scheme by the Town Planning Commission. In accordance with that decision which I submit is sound in law, my clients would be entitled to effect this partition directly in the Land Registry now. The reason for the application to you to approve the plan at this stage is to save Government as well as my clients unnecessary trouble and expense. Unless the partition plan is approved by you now whilst survey operations in the area are being carried out, the land will appear in your survey as one plot and when settlement commences and my various clients put forward their claims to their separate parcels, it will be necessary then for a further survey to be made and there will be additional delay in effecting the settlement. Unless the plan is approved my clients will have no alternative but to submit a partition plan in the Land Registry and carry the transaction through in this manner.

I hope that in view of the foregoing explanations you will agree to approve the plan as submitted and instruct your Surveyors accordingly.

I have the honour to be,

Sir,

Your obedient Servant,

Bernard Joseph & Co.

BERNARD JOSEPH & Co.

ADVOCATES

DR. BERNARD JOSEPH

BARRISTER-AT-LAW & NOTARY PUBLIC

ZVI SHWARZ

ADVOCATE

P. O. B. 750 JERUSALEM

ברנרד יוסף ושות'

מחברים

הדקטור ברנרד יוסף

מחامي وكاتب عدل

صبي شوارتز محامي

القدس ص. ب. ٧٥٠

ברנרד יוסף ושות'

שרכידין

ד"ר ברנרד יוסף

עורך-דין מחברים

צבי שוורץ

עורך-דין

ירושלים, ת.ד. 750

Pl45/1/C

September 14, 1937.



Commissioner for Lands and Surveys,
Government of Palestine,
Jerusalem.

Sir,

Your No.D/Tul/106

I have the honour to refer to your letter of August 28th on the above subject.

I am obliged to you for drawing my attention to the fact that parcellation plans should be submitted to the Local Town Planning Commission.

As you will see from para.2 of my letter, the plan was intended to be a partition plan. By error it was described in the last paragraph of my letter as a parcellation plan. I would point out that the provisions of the Town Planning Ordinance do not bind the Land Registry nor are they enforceable by the Land Registry. That Ordinance clearly provides for the sanction to be applied in case of persons parcellating their land in the Land Registry without previously obtaining the approval of the Town Planning Commission, namely that they are liable to be refused building permits if the Town Planning Commission subsequently requires them to amend the parcellation. There is nothing however in the Town Planning Ordinances which makes it compulsory for persons to present a parcellation scheme to the Town Planning Commission unless an order has been made to that effect by that Commission. No such order has been made in this case. In any event, the Land Registry is not concerned with the position as between Landowners and Town Planning Commission.

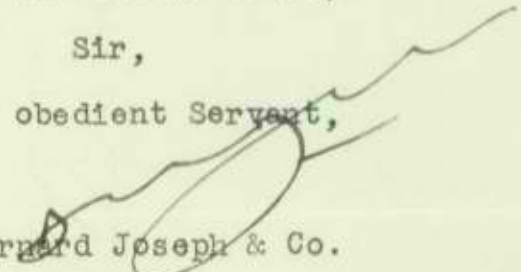
4 I would point out that this matter was duly considered and decided in the sense of my contention by the Director of Land Registration about a year ago with regard to another transaction in the same area. It was then decided that the Director of Land Registration could not refuse to register a partition agreed to by the parties merely because the partition plan had not been approved as a parcellation scheme by the Town Planning Commission. In accordance with that decision which I submit is sound in Law, my clients would be entitled to effect this partition directly in the Land Registry now. The reason for the application to you to approve the plan at this stage is to save Government as well as my clients unnecessary trouble and expense. Unless the partition plan is approved by you now whilst survey operations in the area are being carried out, the land will appear in your survey as one plot and when settlement commences and my various clients put forward their claims to their separate parcels, it will be necessary then for a further survey to be made and there will be additional delay in effecting the settlement. Unless the plan is approved my clients will have no alternative but to submit a partition plan in the Land Registry and carry the transaction through in this manner.

I hope that in view of the foregoing explanations you will agree to approve the plan as submitted and instruct your Surveyors accordingly.

I have the honour to be,

Sir,

Your obedient Servant,


Bernard Joseph & Co.

ALL COMMUNICATIONS TO BE ADDRESSED TO
DIRECTOR OF AGRICULTURE
AND FISHERIES.

IN REPLY PLEASE QUOTE

No. Ag/

12/46

Telephone No. 1022, JERUSALEM



Government of Palestine

Department of Agriculture & Fisheries,

JERUSALEM, PALESTINE

P. O. B. 483

13th September 1937.

Subject :- Land Case No. 34/35 - Abdul
Qader el Bargawi and others. 61

Reference :- Your D/Tul/106 of 1.9.37.

Commissioner for Lands
and Surveys.

I have ^{no} objection to Mr.
Masson proceeding to Tulkarm on this
inspection duty but I trust these
inspections will not become too frequent.
The Officer in question is not permitted
to accept the fees allowed by the Court
and in no way reimbursed for extraneous
duty.

F. G. Kitch.
Acting Director of Agriculture
and Fisheries.

MA.

Encls: 5.

*On view before in
right for record
JH*

GOVERNMENT OF PALESTINE.

Tel. Address: Legality, Jerusalem

GOVERNMENT ADVOCATE'S OFFICE
LAW COURTS, JERUSALEM.

In reply please quote
No. G.A.25/1



14th September, 1937.

Commissioner for Lands and Surveys.

Subject :- Case No.34/35 - Abdul Qader
el Barqrawi and others v.
Attorney General on behalf of
the Government of Palestine.

Reference:- Your letter No.D/Tul/106 of
17.8.37.

58

I return herewith your file No.
D/Tul/106(2nd Jacket) and Director of Lands
Registration file No.R.4803/4 as requested
in your above quoted letter.

I shall be glad if you will acknow-
ledge receipt of same.

F. S. Shih
GOVERNMENT ADVOCATE.

Just adm

S/62

admission

Tul/106
R.4803/4

2

C

D/Tul/106

1st September, 1937.

Director of Agriculture
and Fisheries.

Ry. 63, 67, 68

Subject:- Land Case No. 34/35 - Abdul
Qader el Barqawi and others.

57

I transmit herewith the enclosed
correspondence from the Government
Advocate and shall be glad if Mr. ~~Mason~~ *Mason*
may be requested to give the expert
advice asked for in para. 3 of the letter
from the Government Advocate.

2. If you will kindly return to
me the enclosed, after perusal, I will
reply to the Government Advocate on the
first part of this letter.

CK

COMMISSIONER FOR LANDS
AND SURVEYS.

H/RA

60
D/Tul/106

29th August, 1937.

Gentlemen,

47
I beg to refer to your letter No.P/145/2/B dated 11th June 1937, in which you ask for approval of a parcellation scheme and for its inclusion in the plans of the survey of Pardess Hagdud.

It appears that the area is within the town planning boundaries of Nathanya as set out in Palestine Gazette No.470 of 4th October 1934, Supplement No.2, page 866 and the plan should be submitted to the Local Town Planning Commission for approval.

I am, Gentlemen,
your obedient servant.

CK
f COMMISSIONER FOR LANDS
AND SURVEYS.

Messrs. Bernard Joseph & Co.,
P.O.B.750,
Jerusalem.

CK/RA

59
GOVERNMENT OF PALESTINE

Telephone No. 1213

OFFICE OF THE TOWN PLANNING ADVISER
HEROD'S GATE - JERUSALEM

In reply please quote
No. Z/1045/37

P.O.B. 1613- 1163



16th August, 1937.

Commissioner for Lands
and Surveys.

CA

Subject : State Domain
D/Tul/106.

Reference : Your No. D/Tul/106 of
1.8.37. 54

The area would appear to be
within the Town Planning Area of Nathanya
and Messrs. Pardess Hagdud Ltd. should
of course be requested to submit their
scheme through the ordinary Town Planning
channels.

Austen B. Hamson
Actg. Town Planning Adviser.

58
D/Tul/106

17th August, 1937.

Government Advocate.

REPLIED 62

Subject:- Land Case No. 34/35 - Abdul Qader el Bargawi and others Vs. Attorney General on behalf of the Government of Palestine.

Reference: Your G.A. 25/1(36) of 12.8.37. 57

I shall be obliged if you will return to me my file No. D/Tul/106 (2nd jacket) and Director of Land Registration's file No. R. 4803/4 to enable me to take the necessary action.

2. These two files, together with the first and third jackets of D/Tul/106 were taken by Mr. Tugan of your office, the latter having been returned some time ago on request.

CR
COMMISSIONER FOR LANDS
AND SURVEYS.

H/RA

GOVERNMENT OF PALESTINE.

Tel. Address: Legality, Jerusalem

GOVERNMENT ADVOCATE'S OFFICE
LAW COURTS, JERUSALEM.

In reply please quote
No. G.A.25/1(36).

12th August, 1937.

Commissioner for Lands and Surveys.

REPLIED 58

Subject:- Land case No.34/35 -
Abdul Qader el Barqawi & others
v.
Attorney General on behalf of
the Government of Palestine.

I forward herewith two petitions in original submitted by the Attorney for Abdul Qader el Barqawi to the Land Court, Nablus sitting at Tulkarm, in connection with Land Case No.34/35 brought by the Plaintiffs against the Government of Palestine, and shall be glad if you will furnish me with your views thereon.

I also forward a copy of report made by a certain Naim Abu Dabbeh, an Agricultural expert, on the request of the Plaintiffs purporting that he examined the land in dispute in 1937 and found it to be cultivable.

I would draw your attention to the fact that a report to the contrary was submitted by the late Inspector of Land, Yusef Eff. Thabet in 1926. This report will be produced in evidence before the Land Court, but it is advisable that a fresh inspection by an Agricultural expert on behalf of the Government be made. The officer prosecuting this case has nominated Mr. Mason of the Agricultural Department to whom the land in dispute will be demarcated by the Land Registrar, Tulkarm, on a date to be agreed upon between them.

In the circumstances, I shall be glad if you will make arrangements with Mr. Mason for the inspection of the land and the submission of a report thereon. I would suggest that the report of Naim Eff. Abu Dabbeh may be passed to him to give him an idea of the points to be contained in his report.

I shall also be glad if you will return to me the three documents forwarded herewith together with a copy of the report which Mr. Mason may make.

W. A. A.
/ A/ GOVERNMENT ADVOCATE.

In the circumstances, I shall be glad
if you will make arrangements with Mr. Lason for
the inspection of the land and the admission of
a report thereon. I would suggest to the
report of Mr. Lason. The report may be passed to
him to give him an idea of the land to be con-
sidered in his report.

I shall also be glad if you will return
to me the three documents forwarded herewith
together with a copy of the report which Mr. Lason
has made.

Yours faithfully,
GOVERNMENT ADVOCATE.

Translation.

Land Court, Nablus.

Plaintiffs: 'Abdal Qadiu Isma'il al Barqawi, Rashiga, Rafiq, Maryam, in addition to heirs of Khadra 'Iqab al Barqawi of Dhannaba - Attorneys - Rashid al Jayyusi of Tulkarm, 'Auni Abd al Hadi and 'Umar as Salih of Jerusalem.

Defendant: Attorney General and Hanotaiah Co. Ltd., Tel-Aviv.

Case.

Our client 'Abdal Qadir Isma'il al Barqawi had been in possession of $2\frac{1}{2}$ shares out of 12 shares out of 24 shares in the whole Block of ash Shatya, situated in the lands of Umm Khalid, according to the Tabu extract No.8 of 308 Daimi. Our clients Rashiga, Rafiq and Maryam in addition to the heirs of their Testator Khadra 'Iqab al Barqawi were in possession of 7 shares out of 12 shares of 24 shares in the a/m land as stated in the Tabu Extract No.15 of May 309 Daimi Cert. of Succession No.105 of 1927. They had ~~renounced~~ renounced their rights in this plot of land to Ahmad Ihsan al Habbab who in turn ^{Levi} renounced it to Sara/~~heir~~ of Tel Aviv.

During the period of these transactions, the land Registration claimed and actually put hand on a portion of this land amounting to 219.221 dunums claiming it to be uncultivable.

Our clients did not object at that time for fear of paying a heavy fine, and postponed the case for a time when they will be able to raise a case against the Government. In 28.2.27 the land had been registered in the name of H.E. the High

Commissioner for the time being on behalf of the Government of Palestine - Agreements Nos. 45/27 and 477/34.

The High Commissioner leased it in 1.11.32 to the Hanotaiah Co. Ltd. in accordance with agreement of lease No. 947/33. Our clients again, for fear of a heavy fine did not object or protest.

As they were unable to raise a case, this does not deprive them from their rights as stated in the Fundamental Article 33 of the Mejjele, and as their ownership of the land of Ash Shatiya include the said expropriated plot, and as they were continually in possession until they renounced the whole land to the mentioned Habbab. And as they possess means of confirming and supporting their claim and possession of this land which is enough to preserve their rights, we hereby ask that Registration in the name of the High Commissioner be cancelled, lease to the Hanotaiah be revoked and registration in the names of our clients in proportion to their shares in accordance with the Ordinance to take place. Moreover, the High Commissioner has granted the authority of raising this case in accordance with Article 4 of the Government Land Law 926 - Consent to that effect was received by us in 9.7.35.

Supporting Documents. Tabu Extract, English Tabu Extract showing the land as State Domain, Certificate of Succession, werko Extract witnesses as to the exercise of possession, Mazbata, signed by the Mukhtars of Umm Khalid and ~~M~~ cultivators of this land submitted to the High Commissioner on the 13th October 1934 in file No. 11/176.

Legal proves. Appears in Article 1 of the Possession Ordinance of the Immovable property and in Articles 14, 33, 97, 89, 110, 111, and 118 of the Mejelle and Article 6 of the Land Law, and Article 8 of the Tabu List of Instructions and Article 138 of the Main Civil Cases Instructions.

Legal points of view. If it appears that the boundaries of Ash Shatiya lands which were formerly owned and possessed by our clients include the land expropriated by the Land Registry, would judgment be given for the cancellation of registration in the name of the High Commissioner and register it in the name of its original owners ?

No doubt about that !

Result of Demands. I request a public session in the presence of both parties and that judgment be given to the effect that registration of this land in the name of the High Commissioner and lease granted to the Hanotaiah Company Ltd. be cancelled and lastly to register this land in the names of our clients, giving each the share he is entitled to.

The Defendants, however, should be borne to pay the expenses and advocate fees, and to serve the said defendants with a true certified copy of this case, regularly my clients shares amount to LP 400.

TRANSLATION.

The Petitioner Na'im Abu Dabba, Agricultural Engineer, states that on 21.5.37, he was called upon by 'Abd el Qadir Eff. al Barqawi to give an agricultural report of the nature of the land known by the name of Al Bustan, situated in Umm Khalid Village, belonging to 'Abd al Qadir al Haj Isma'il al Barqawi and Isma'il 'Abd al Latif al Barqawi and partners.

When investigating the said land, and comparing the descriptions thereof with the Official Plan (Bl.5) he found out that its boundaries are: N. Keren Kayemeth, W. Sea, S. State Domain and Hanote'a Co. and E. Pardess Hagdud. This visit was carried out in the presence of Sheikh Tewfiq al Barqawi and Lawyer 'Uthman al Bushnaq.

However, on examining the soil and the grass growing thereon, the land appeared to be mostly cultivable, with the exception of a small portion in the West, facing the Sea, the width of which is only few metres, most uncultivable.

It is worthwhile noting that in the Eastern boundary there is a part of this land planted with Vines, Eucalyptus, etc. This part of the land is also cultivable.

23.5.37.

56
D/Tul/106

11th August 1937.

A/Town Planning Adviser.

Subject:- State Domain D/Tul/106.

Reference: Your Z/1043/37 of 5th
August 1937. SS

I enclose a sketch shewing
the area, in yellow, covered by the scheme
that may assist you.

I shall be receiving shortly
some plans shewing the partition of the
Nathanya lands and will forward them to
you for inspection.

CA
/ COMMISSIONER FOR LANDS
AND SURVEYS.

CK/P

55

Commissioner of Lands & Surveys
No D/Tul/106
GOVERNMENT OF PALESTINE
Government of

Telephone No. 1213

OFFICE OF THE TOWN PLANNING ADVISER
HEROD'S GATE - JERUSALEM

In reply please quote
No. Z/1043/37

P.O.B. 1813- 1163

5th August, 1937.

Commissioner for Lands
and Surveys,
Jerusalem.

REPLIED

S6

Subject : State Domain D/Tul/106.

Reference : Your letter No. D/Tul/106 of
1.8.37.

S4

I have studied the map attached to
your letter under reference but am unable
to discover whether the area in question
forms a part of the town planning area of
Nathanya or not.

2. In order that I may advise you in this
matter I must ask you to obtain from the Pardess
Hagdud Ltd. information as to the whereabouts of
the scheme.

Austen S B Harrison
Actg. Town Planning Adviser.

D/Tul/106

REPLIED

54
55, 59

1st August 1937.

A/Town Planning Adviser.

Subject:- State Domain D/Tul/106.

The Pardess Hagdud Ltd. are lessees of some sand dunes to the north of Nathanya, and they have submitted for approval the enclosed plan of their parcellation and development scheme.

They state they have planted large numbers of tamarix, eucalyptus and other trees, and that when the parcellation scheme is approved a road will be laid down, water installation will be installed, and further planting of trees will be carried out.

I am not aware if the area of their detailed scheme is within the town planning *outline* of Nathanya and shall be obliged if you will examine the plan in conjunction with the outline scheme of Nathanya.

If the area is within the town planning area of Nathanya, I propose to inform Pardess Hagdud to submit their scheme through the proper town planning channels, but if it is not so, I shall be glad of your ~~re~~ comments and to know whether the scheme may be approved.

CK
f COMMISSIONER FOR LANDS
AND SURVEYS.

CK/P

D/Tul/106

27th July 1937.

Gentlemen,

I have the honour to acknowledge
with thanks receipt of your letter No. P/145/1/B
of the 6th of July 1937, enclosing a contoured
plan. 52

I am, Gentlemen,
your obedient servant.

Ch.
f COMMISSIONER FOR LANDS
AND SURVEYS.

Messrs. B. Joseph & Co.
P.O.B. 750,
Jerusalem.

Cv/p

AGENTS

STANDARD

CR. CO.

AGENTS

STANDARD

CR. CO.

AGENTS

STANDARD

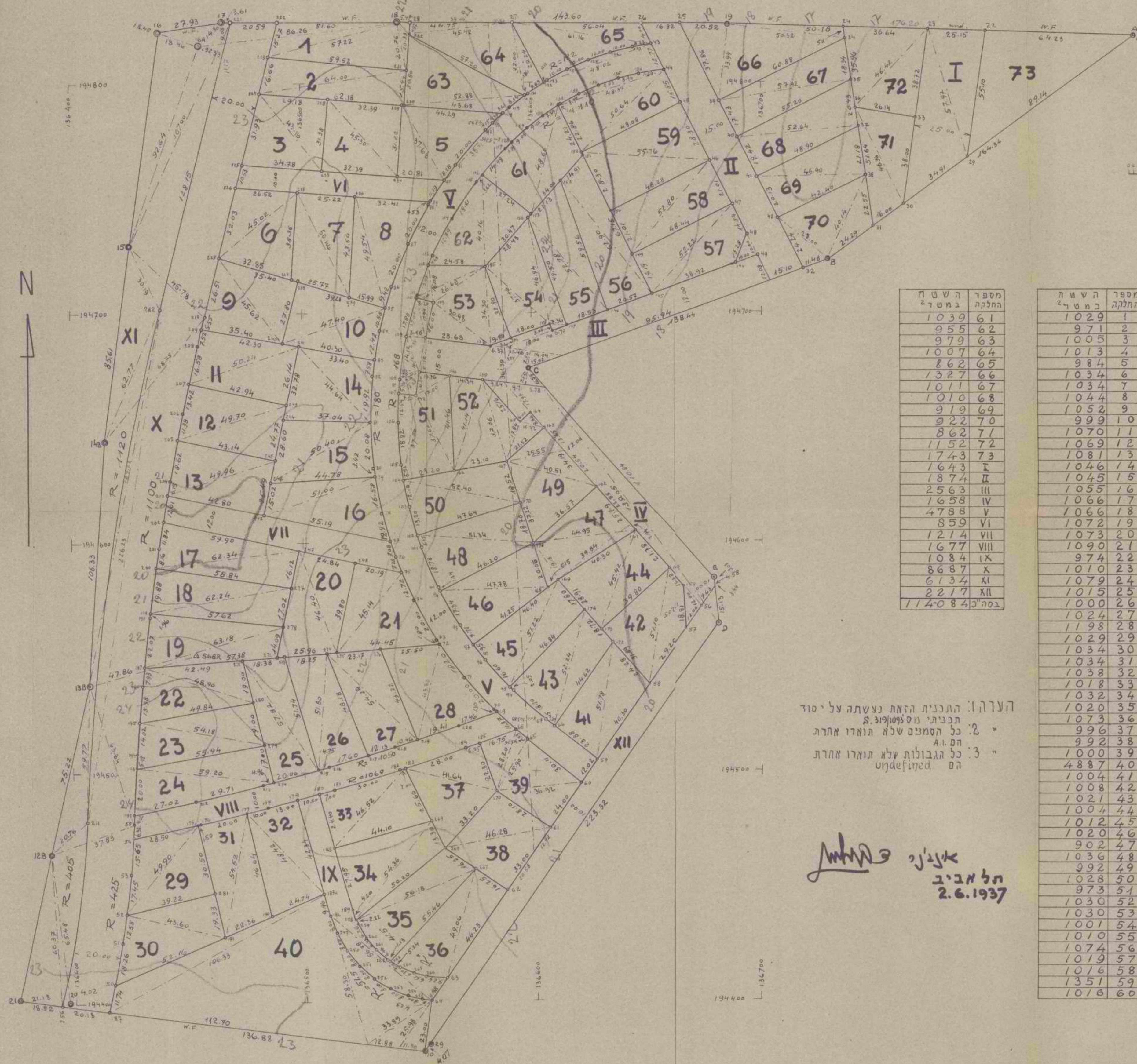
CR. CO.

DISTRICT: NORTHERN
SUB-DISTRICT: TUL KAREM

VILLAGE: NATHANIA
LOCALITY: SAND DUNES PARDESS HAGDUD.
PREPARED FOR PARDESS HAGDUD.

מחוז: הצפון.
נפה: שול כרם.
כפר: נתניה.
מקום: חולות הים
של פרדס הגדוד
הוכנה עבור הנהלת
פרדס הגדוד
מס' סדורי: 621/1925/37

1:1000



מספר החלקה	השטח במטר
1	1039
2	955
3	979
4	1007
5	862
6	1327
7	1011
8	1010
9	919
10	922
11	862
12	1152
13	1743
14	1643
15	1874
16	2563
17	1658
18	4788
19	859
20	1214
21	1677
22	1084
23	8687
24	6134
25	2217
26	114084

מספר החלקה	השטח במטר
1	1029
2	971
3	1005
4	1013
5	984
6	1034
7	1034
8	1044
9	1052
10	999
11	1070
12	1069
13	1081
14	1046
15	1045
16	1055
17	1066
18	1066
19	1072
20	1073
21	1090
22	974
23	1010
24	1079
25	1015
26	1000
27	1024
28	1198
29	1029
30	1034
31	1034
32	1038
33	1018
34	1032
35	1020
36	1073
37	996
38	992
39	1000
40	4887
41	1004
42	1008
43	1021
44	1004
45	1012
46	1020
47	902
48	1036
49	992
50	1028
51	973
52	1030
53	1030
54	1001
55	1010
56	1074
57	1019
58	1016
59	1351
60	1016

הערה: התכנית הזאת נעשתה על יסוד
תכנית נוספת/901/25.
2. כל המצבים שלא תוארו אחרת
הם: A.O.
3. כל הגבולות שלא תוארו אחרת
הם: undefined

א.נ.י. פתח
תל אביב
2.6.1937

DR. BERNARD JOSEPH
BARRISTER-AT-LAW & NOTARY PUBLIC
ZVI SHWARZ
ADVOCATE

BERNARD JOSEPH & Co.
ADVOCATES

JERUSALEM
PRINCESS MARY AVE.
P.O.B. 750 PHONE 696
TELEG. "BEE/JOSEPH" JERUSALEM
TEL-AVIV OFFICE
26 ROTHSCHILD BLVD.
PHONE 1332

ברנרד יוסף ושות'

עורכי דין

ד"ר ברנרד יוסף
עורך דין ונוטריון
צבי שורץ
עורך דין
ירושלים
רחוב הנסיכה מרי
ת.ד. 750 טלפון 696
המשרד בתל אביב
26 סדרות רוטשילד
טלפון 1332

الدكتور برنارد جوزيف
محامي وكاتب عدل
صلي شوارتز محامي
شارع الاميرة ماري القدس
ص.ب. 750 تلف. 696
المكتب في تل ابيب
٢٦ روتشيلد بلوار

REF.

P 145/1/B



JERUSALEM, July 6, 1937

REPLIED 13

The Commissioner of Lands
Government of Palestine
Jerusalem

Sir:

I have the honour to refer to your letter No D/Tul/-
106 with regard to the Sand Dunes of Pardess Hagdud, Inc.

As requested in your letter, I enclose a map
showing the topographical contour lines.

With regard to the query contained therein as to
development of the area, I have the honour to inform you that
my clients have planted large numbers of tamarix, eucalyptus
and other trees. The parcellation scheme submitted to you is
also in connection with the development of the area. When
this parcellation scheme is approved, a road will be laid down,
water-installation will be installed and further planting of
trees will be carried out.

I have the honour to be,

Sir,

Your obedient servant

Bernard Joseph & Co.

Enc.

51
D/Tul/106

22nd June 1937.

Gentlemen,

Re Pardess Hagdud Inc.

I have to acknowledge with thanks receipt of the three copies of the plan sent with your letter No. P.145/2/B of 20th June, 1937.

2. I await your reply to my letter No. D/Tul/106 of the 16th of June 1937.

I am, Gentlemen,
your obedient servant.

h/b

7 COMMISSIONER FOR LANDS
AND SURVEYS.

Messrs. Bernard Joseph & Co.
P.O. Box 750,
Jerusalem.

H/P

STANDARD
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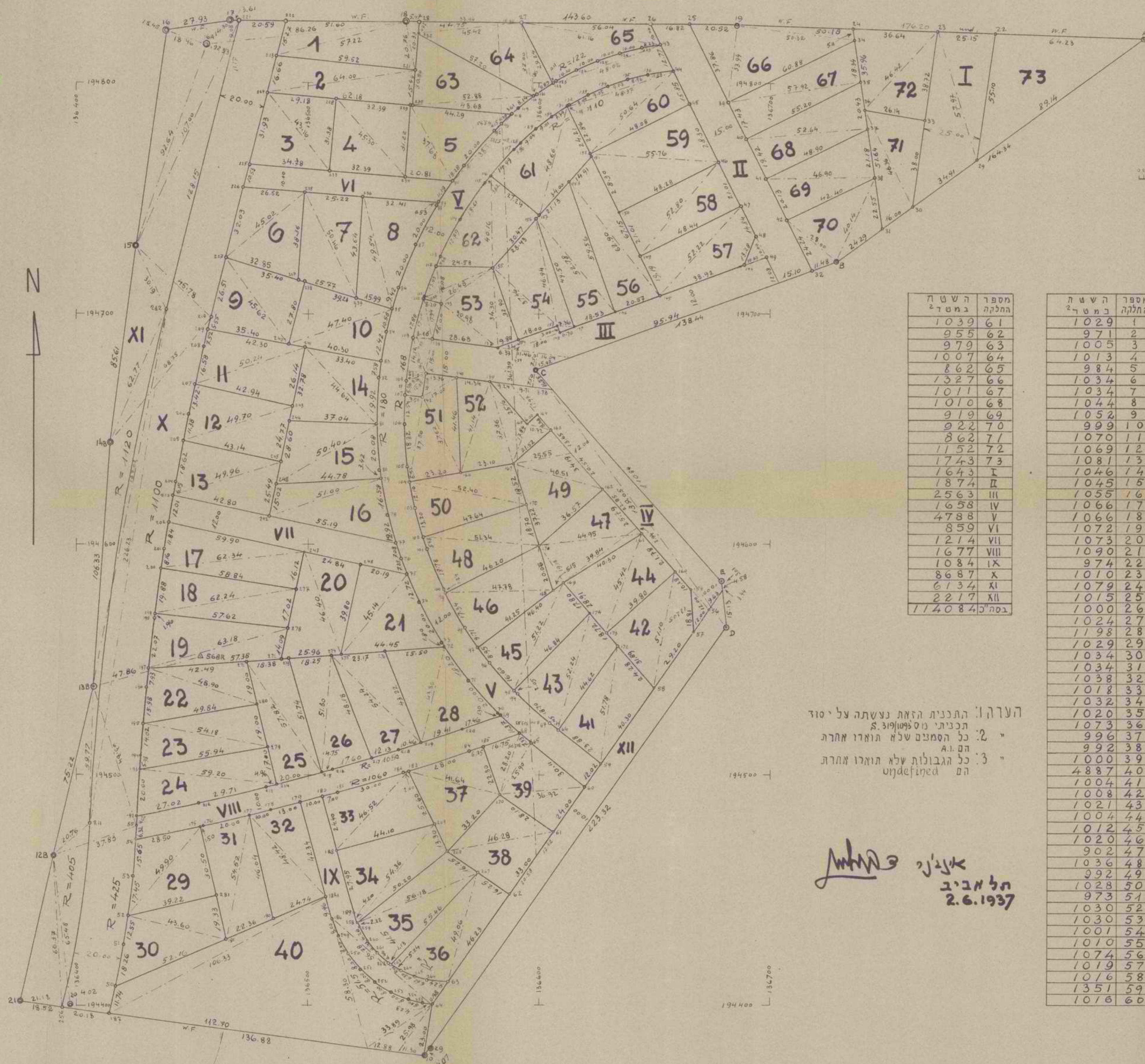
DISTRICT: NORTHERN
SUB-DISTRICT: TUL KAREM

VILLAGE: NATHANIA
LOCALITY: SAND DUNES PARDESS HAGDUD.
PREPARED FOR PARDESS HAGDUD.

מחוז: הצפון.
נפה: שול כרם.
כפר: נתניה.
מקום: חולות הים

של פרדס הגדוד
הוננה: עבור הנהלת
פרדס הגדוד
מס' סדורי: 621/1925/37

1:1000



מספר החלקה	השטח במטר ²
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מספר החלקה	השטח במטר ²
1	1029
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13	1081
14	1046
15	1045
16	1055
17	1066
18	1066
19	1072
20	1073
21	1090
22	974
23	1010
24	1079
25	1015
26	1000
27	1024
28	1198
29	1029
30	1034
31	1034
32	1038
33	1018
34	1032
35	1020
36	1073
37	996
38	992
39	1000
40	4887
41	1004
42	1008
43	1021
44	1004
45	1012
46	1020
47	902
48	1036
49	992
50	1028
51	973
52	1030
53	1030
54	1001
55	1010
56	1074
57	1019
58	1016
59	1351
60	1016

הערה: התכנית הזאת נעשתה על יסוד
תכנית נוספת, 1925/37.
2: כל הסמנים שלא תוארו אחרת
הם: A.I.
3: כל הגבולות שלא תוארו אחרת
הם: undefined

א.ע.י. פ.מ.מ.
חל מביב
2.6.1937

D/Tul/106

14th June 1937.

Refused 50

Gentlemen,

see also 49

I have the honour to refer to your
letter No. P.145/2/B dated 11th June 1937,
and shall be obliged if you will let me have
three further copies of the plan attached
thereto showing the parcellation made by the
Liquidator of Pardess Hagdud Inc.

I am, Gentlemen,
your obedient servant.

hwb

COMMISSIONER FOR LANDS
AND SURVEYS.

Messrs.
Bernard Joseph & Co.
P.O. Box 750,
Jerusalem.

*The scheme should retain the approval
of the 16 & 17 P. 145/2/B. The letters should
be named first in the 16 & 17 P. 145/2/B plan
concerning the key plan to show the location
of the land.*

B/P

16.6.37

hwb

STANDARD

STANDARD

STANDARD

I have the honor to refer to your letter of the 14th inst. in relation to the Standard Oil Company, and to advise you that the same has been forwarded to the proper authorities for their consideration.

I am, Sir, very respectfully,
Your obedient servant,

STANDARD

STANDARD

STANDARD

The Standard Oil Company
is a corporation organized under the laws of the State of Ohio, and has a capital of \$1,000,000. It is engaged in the business of refining and distributing oil and other petroleum products.

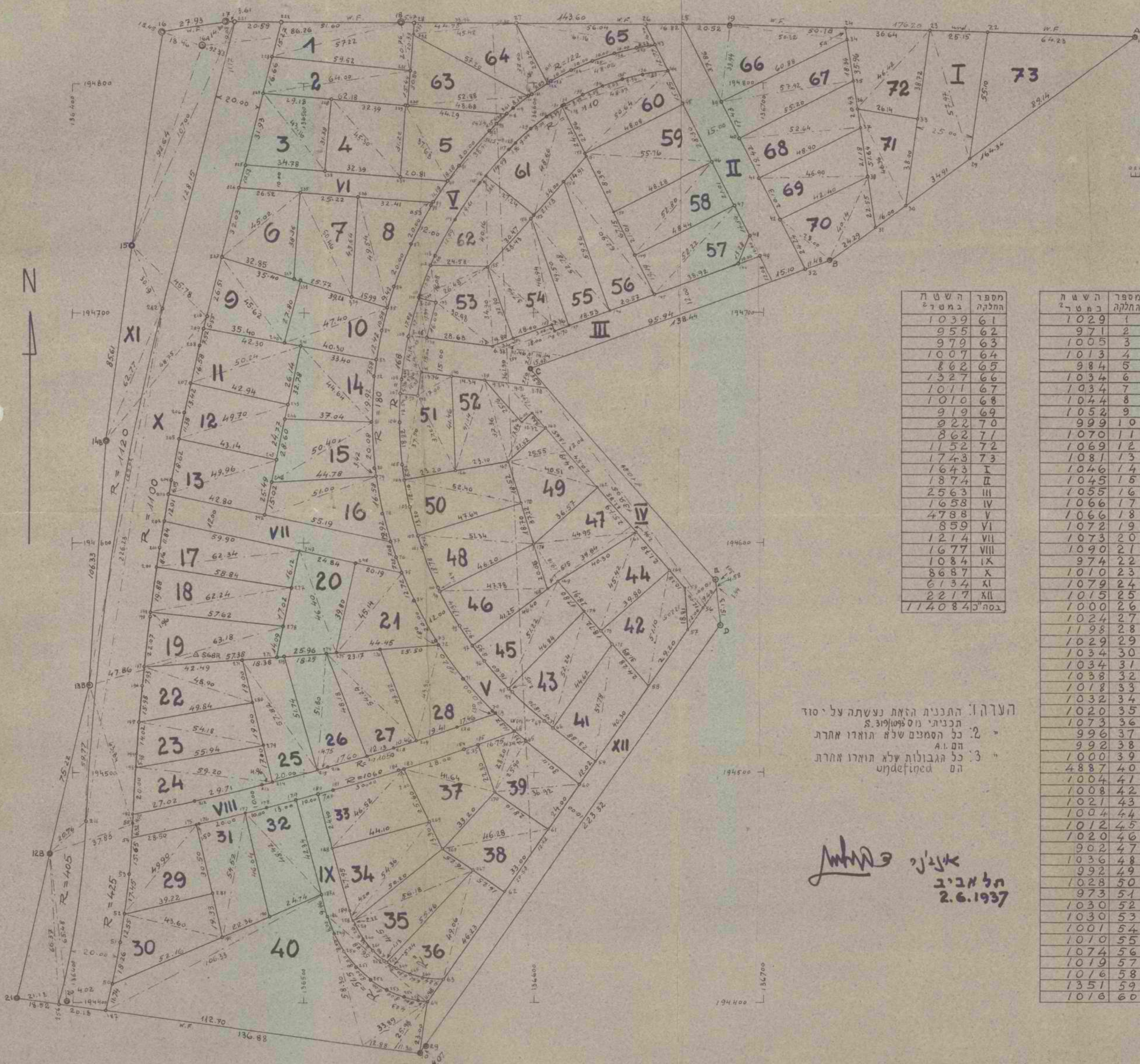
DISTRICT: NORTHERN
SUB-DISTRICT: TUL KAREM

VILLAGE: NATHANIA
LOCALITY: SAND DUNES PARDESS HAGDUD.
PREPARED FOR PARDESS HAGDUD.

מחוז: הצפון.
נפה: שול כרם.
כפר: נתניה.
מקום: חולות הים
של פרדס הגדוד
הוכנה עבור הנהלת
פרדס הגדוד
מס' סדור: 621/1925/37

1:1000

0 25 50 75 100 מטרים



מספר החלקה	השטח במטר ²
1	1039
2	955
3	979
4	1007
5	862
6	1327
7	1011
8	1010
9	919
10	922
11	862
12	1152
13	1743
14	1643
15	1874
16	2563
17	1658
18	4788
19	859
20	1214
21	1677
22	1084
23	8687
24	6134
25	2217
26	114084

מספר החלקה	השטח במטר ²
1	1029
2	971
3	1005
4	1013
5	984
6	1034
7	1034
8	1044
9	1052
10	999
11	1070
12	1069
13	1081
14	1046
15	1045
16	1055
17	1066
18	1066
19	1072
20	1073
21	1090
22	974
23	1010
24	1079
25	1015
26	1000
27	1024
28	1198
29	1029
30	1034
31	1034
32	1038
33	1018
34	1032
35	1020
36	1073
37	996
38	992
39	1000
40	4887
41	1004
42	1008
43	1021
44	1004
45	1012
46	1020
47	902
48	1036
49	992
50	1028
51	973
52	1030
53	1030
54	1001
55	1010
56	1074
57	1019
58	1016
59	1351
60	1016

הערה: התכנית הזאת נעשתה על יסוד
תכנית נוספת מס' 621/1925/37.
2. כל המצבים שלא תוארו אחרת
הם א.ו.
3. כל הגבולות שלא תוארו אחרת
הם undefined

א.נ.ני
תל אביב
2.6.1937

D/Tul/106

4th January, 1937.

Solicitor General.

ACKNOWLEDGED 46

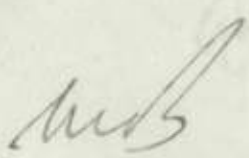
Subject:- State Domain - Umm Khalid,
Tulkarm Sub-District.

Reference: Your letter No. AG/370/34
dated 30th December, 1936.

I acknowledge receipt of the
following documents:-

- a) Original lease, dated 4.7.32;
- b) Assignment of lease dated
16.4.34; and
- c) original Deed of Surrender
dated 12.9.35.

2. I return, however, the correspondence
between this office and yours for your
retention, as I have no doubt this was
forwarded in error.



2 COMMISSIONER FOR LANDS
AND SURVEYS.

B/P

D/Tul/106

16th December, 1936.

Attorney General.

REPLIED 42

Subject:- State Domain - Umm Khalid,
Tulkarm Sub-District.

Reference: Your letter No. AG/370/34
of 19th November, 1936.

I shall be grateful for
your advice in regard to the action
to be taken in this case.



COMMISSIONER FOR LANDS
AND SURVEYS.

B/P

P/Tul/106-8138

5 DEC 1956

Development Officer.

int

Subject:- Petition from Ismail Bargawi
and others to the Royal
Commission - regarding Um
Khalid Lands.

The facts are as follows:-

Paragraphs 1 to 3 inclusive

The complainants are the heirs of a co-sharer in certain land in Um Khalid Village, which was originally registered in the Turkish Registers as having an area of 1481 old dunums. The original co-sharers, at some date before the war, privately partitioned the land into two plots which can be briefly described as the northern and southern plots and, in 1926, the co-sharers, including complainants, applied for the separate registration of the northern plot.

2. An inspection of the boundaries in June 1926, and the examination of the original title deed shewed that the eastern boundary was undefined. The boundary shewn in the title deed was the Birket Abdallah. This Birket had disappeared and the boundary on this side was found to be sand dunes of the mewat category. The eastern boundary of the sand dunes was therefore the boundary of the plot and the plan was prepared accordingly. This plan showed an area of 1970 old dunums 1333 sq. pics for the northern plot alone, and this area was registered in the names of the various co-sharers who had received an interest in that parcel. The sand dune area was also surveyed and the area, 245 old dunums 169 sq. pics, registered as a State Domain. It will be noticed that at no time was this land included within the boundaries of the property of the claimants. This area of 245 old dunums was included in the area leased to Hanotaiah Ltd. and was later corrected to 219 metric dunums.

3. There is one possible source of confusion. When the area of 1970 old dunums was registered, the area was, owing to a clerical error, shewn in the Register as 2215 old dunums, that is to say, the area of the adjoining State Domain was included. This clerical error is, however, of no importance in relation to the present discussion as the boundaries were correctly described in the Register and were definitely defined on the ground and their alignment shown on a map. In addition the erroneous registration

was in due time superceded by the registration of the land in four separate parcels in which the areas were correctly stated, i.e. the total area amounted to 1970 old dunums.

4. As proof that, at the time of the original registration, the complainants recognised that they had no claim to the sand dune area and are, therefore, stopped from claiming it now, I attached a copy of a translation of a declaration made at the time of the registration (in 1927), in which the applicants confirm that their boundary is the State Domain (Exhibit A). This declaration was confirmed by the purchasers when the land was sold. A copy of this confirmation is attached (Exhibit B). The original documents can be produced, if necessary.

5. In June 1935, I submitted these facts to the Chief Secretary, (his file J/42/35), in regard to a petition submitted by the complainants and expressed the view that the complainants had no grounds to support a case against Government.

6. With regard to para 5 of the petition, I can only assume that the petitioners are reviving their claim to half interest in the southern plot referred to in Exhibit A. It is a fact that Government did exclude about 700 dunums of Sand Dunes from this latter parcel, but in view of the terms of the agreement this claim appears to be without any basis. I would observe that Salah Ibn Ahmad El Hamdan and his partners, who as a result of the partition already referred to, became the owners of the southern plot, have not disputed at any time the correctness of the Government's action in excluding as State Domain the Sand Dunes adjacent to their boundary. There is no difference in the nature of the Sand Dunes adjoining Salah Eff. Hamdan's land and of those adjoining the petitioners' land.

7. It is not clear whether the Government is cited as a party in the case in the Nablus Land Court nor it is clear whether the case refers to the Land in the northern plot, in the southern plot or in both. So far, I have received no notification from the Court and I suggest that an enquiry should be made by you from the Attorney General as to the progress of the case and for details as to its nature.

8. The petition and translation are returned herewith.

DIRECTOR OF LAND REGISTRATION.

1.

Boundaries of the plot:
is as shown in the Land
Registry Registers.

(Road, Al Fatha, Zahrat
Al Balata and Birket Abdallah)

2) Boundaries

N. Wadi Al Hawa
belonging to
heirs of Al-
(Zahrat Al-Balata)

E. Ard. Al-Fatha b
to Salah Al-Hamdan

S. Southern plot belonging
to Salah Al-Hamdan and
sons.

W. Govt. property area 245 dunums
and 170 pica.

3)

Boundaries of Southern Plot.

N. Northern plot belonging to
Abdel Latif Barguar and
Partners.

E. Ard. Al-Fatha.

S. Road.

W. Birket Abdallah.

We the undersigned Salah bin Ahmad Al Hamdan, Saleh Abdul
Rahim and Mohammad sons of Salah al-Ahmad of the inhabitants
of Um Khalid Village are the owners of the half of the plot of
Land known as "Al-Bashitieh", boundaries of which are stated
above under No.1, and Abdel Latif and Abdul Qader sons of Haj
Ismail al Khadr Al-Bargawi and Mohammad, Farideh, Mariam,
Rafiq, Rashiga, Khadija sons of Khadr Iqab Al-Bargawi are
the owners of half of the said plot of Land "Al-Bashitieh".

We also undertake the legal responsibility in declaring
and testifying that the said plot of land is partitioned
into two plots. The Northern plot belongs to Abdel Latif
and Abdel Qader sons of Haj Ismail al Khadr al-Bargawi and
Mohammad, Farideh, Mariam, Rafiq, Rashiga, and Khadija sons
of Khadr Iqab al-Bargawi. The southern belongs to Salah
Ben Ahmad Al-Hamdan and his sons Saleh, Abdul Rahim and
Mohammad and every one has been in possession of his share
for a period exceeding 20 years; and no one of the owners of
either the Northern or the Southern plots have any right of
ownership in the Land specialized for the other.

This partition took place between us since a period exceed-
ing 20 years as shown from the boundaries of the Northern
and Southern plots which are stated above.

And whereas we agree to the said partition and no one of
us has any objection or any right to claim, we have signed
this declaration.

Seal.

Seal.
Mariam Khadr Bargawi.

Seal.

Khadija Khadr Bargawi. Mohad.
Khadr
Bargawi

Seal.
Rafiq Khadr Bargawi.

[Redacted]

STANDARD
CENTS

STANDARD

STANDARD

STANDARD

STANDARD

STANDARD

2.

Seal.

Seal.

Rashiqa Khadr Barqawi. Farideh Khadr Mahmud.

Signed. Mohammad Salah al-Hamdan
Thumb-Print. Abdul Rahim Al-Salah.

Signed. Abdul Qader Barqawi.

Signed. Salah Hamdan.

Signed. Saleh Salah Hamdan.

Witness: Saleh Abu Bash of Balqa.

Witness: Abdul Shani Yusef Jallad.

Witness: ?

C O P Y

Exhibit B. I

28th February, 1927.

The Director of Lands,
Jerusalem.

In connection with the purchase by me of 542 dunums and 19 Diras in the Village of Um-Khalid from Abdel-Latif and Abdel Kader sons of Ismail El-Khadr El- Barkawi, Mohammad, Farideh, Meriam, Rashika, Rafika and Khadija sons of Khadr Ikab El Barkawi I hereby acknowledge that I am aware of an adverse claim to such land by the Mamour Awkaf and that I am acquiring such land with the knowledge of and subject to such claim and I agree that 245 dunums and 170.52 Diras of such land between the shore and the line coloured red reserved from such sale is State Domain.

Signature.....?

Ahmad Habab

COPY

Exh. BII.

28th, February, 1927.

The Director of Lands,
Jerusalem.

In connection with the purchase by me of
1116 donums and 232 Ziraas in the village of Um-Khalid
from Abdel-Latif and Abdel Kader sons of Ismail El-
Khadr El-Barkawi, Mohammad, Farideh, Mariam, Rashika,
Rafika, Khadijeh sons of Khadr Iqab El-Barkawi,
I hereby acknowledge that I am aware of an adverse
claim to such land by the Mamour Awkaf and that
I am acquiring such land with the knowledge of and
subject to such claim and I agree that 245 donums
and 170,52 pics of such land between the shore and
the line coloured red are reserved from such sale as
State Domain.

Signature Sarah Levy.

Reference AG/370/34



39
GOVERNMENT OF PALESTINE,
ATTORNEY GENERAL'S OFFICE
JERUSALEM.

19th November, 1936.

Commissioner for Lands
and Surveys.

Subject :- State Domain - Umm Khalid,
Tulkarm Sub-District.

Reference:- Your D/Tul/106 of 16.11.36.

The receipt of your above quoted
letter, together with its enclosures, viz.

- (a) original lease dated 4.7.32;
- (b) an assignment of lease dated 16.4.34;
- (c) original Deed of Surrender dated
12.9.35

is hereby acknowledged.

As soon as action is taken on them
they will be returned to you accordingly.

A. G. Durrani
ATTORNEY GENERAL.

GOVERNMENT OF PALESTINE
ATTORNEY GENERAL'S OFFICE
JERUSALEM

1948

D/Tul/106

16th November, 1936.

Attorney General.

REPLIED 39

Subject:- State Domain - Umm Khelid,
Tulkarm Sub-District.

Reference: Your AG/370/34 of 12.11.36. 37

I very much regret that owing to carelessness in this office, I now find that the original documents mentioned in para. 1 of my letter dated 9th of October, 1936 were not forwarded to you as stated.

2. I now forward the following documents in original:

- (a) original lease dated 4.7.32;
- (b) an assignment of lease dated 16.4.34;
- (c) original Deed of Surrender dated 12.9.35.

3. I shall be grateful if you will acknowledge the receipt of these documents and return them in due course.

hB

COMMISSIONER FOR LANDS
AND SURVEYS.

B/RA

Reference

AG/370/34



GOVERNMENT OF PALESTINE.
ATTORNEY GENERAL'S OFFICE
JERUSALEM.

12th November, 1936.

Commissioner for Lands
and Surveys.

Replied: 38

Subject :- State Domain - Umm Khalid
Tulkarm Sub-District.

Reference:- Your D/Tul/106 of 30.10.36

36

It is regretted that after a careful
search the missing documents, viz., the original
Lease and the Assignment could not be traced
in this office.

A. A. Zurek

ATTORNEY GENERAL.

D/Tul/106

30th October, 1936.

Attorney General.

REPLIED 37

Subject:- State Domain - Umm Khalid,
Tulkarm Sub-District.

Reference: My D/Tul/106 of 9th Oct. 1936. 31

Referring to your telephone conversation in regard to the loss of the original lease dated 4th July, 1932, and the assignment, I regret that I can find no trace of these in this office and shall be obliged if you will continue your search for them.

2. In the meantime ~~xxxx~~, I send you
--- copies of both these documents.

hnb

COMMISSIONER FOR LANDS
AND SURVEYS.

H/P

AN AGREEMENT MADE THIS fourth day of July,
One Thousand Nine Hundred and Thirty-two between His
Excellency Lieutenant General Sir Arthur Grenfell
Wauchope, K.C.B., C.M.G., C.I.E., D.S.O., High
Commissioner for Palestine for and on behalf of the
Government of Palestine (hereinafter called the "Lessor")
of the one part and the Hanotiah Ltd. a Company duly
registered under the Laws of Palestine (hereinafter called
the "Lessee") of the other part.

WHEREBY IT IS AGREED AS FOLLOWS:-

1. The Lessor agrees to let and the Lessee agrees
to take on lease, for the purpose of afforestation and
erection of dwelling houses and/or such other development
or use as the Lessor may from time to time approve in
writing, all that area of land described in the schedule
attached hereto for the term of ninety nine years from
the date hereof.

2. (a) The Lessee shall, during the first
twenty years of the term hereby created, pay to the
Lessor an annual rental of fifty Palestine mils per
dunum payable in advance on or before the first day
of July in each year, the first of such payments to
be made on the execution hereof.

(b) For each subsequent period of twenty years
and for the last period of nineteen years of the term
hereby created, the annual rent shall be a sum calculated
at the rate of five Palestine pounds per centum on the
unimproved capital value of the land, at the end of
the twentieth, fortieth, sixtieth, and eightieth years
respectively of the term hereby created. The said

value shall be determined by agreement between the parties hereto or in default of agreement by arbitration as herein prescribed; provided always that such value shall not be greater than the unimproved value of similar lands in the neighbourhood and that the extent to which the value of the land hereby demised may have been increased by expenditure made by the Lessee, its agents, servants or nominees, or as a result of or in consequence of such expenditure on the said land, shall not be taken into account when calculating the said value.

(c) The rent hereby reserved shall be paid in addition to any taxes, rates, tithes or other assessments or charges from time to time imposed by the Government or any authority in conformity with any general law upon the land hereby demised.

3. The Lessee shall not, without the consent in writing of the Lessor first obtained, assign, mortgage or otherwise dispose of or charge his interest in the land hereby demised or any part thereof; provided that such consent shall not be unreasonably withheld; and provided further that the Lessee shall be entitled to sublet parcels or plots of the said land subject to the following conditions. The Lessee shall, immediately upon execution, submit to the Lessor for his approval all such sub-leases as shall be granted by the Lessee to its members and such sub-leases shall not become operative until 30 days after the date of their receipt by the Lessor who shall be entitled to withhold his consent but not unreasonably to any such sub-lease.

4. The Lessee shall within six months from the date hereof, at his own cost, cause a survey of the land hereby demised to be made and shall furnish the Lessor with a copy of the plan of such land and shall further erect and maintain on the boundaries of the

said land, permanent boundary marks of a kind and number and in such places as shall be approved by the Lessor.

5. The Lessee shall submit to the Lessor within three months from the date hereof a general scheme for the afforestation of the land hereby demised and the Lessor shall notify his approval or disapproval of or objection to the scheme within three months after it is submitted to him, and the Lessee shall if required, submit an amended scheme within one month which shall be subject to the like approval or disapproval. If the Lessor shall not approve such amended scheme within the time aforesaid a dispute shall be deemed to have arisen which shall be determined by arbitration in manner provided in clause 17 hereof.

6. The Lessee hereby undertakes to execute all such works as shall be reasonably necessary for the afforestation of the land and of the arrestation of the sand drift in accordance with the approved general scheme as hereinbefore set out within ten years from the date of approval of the general scheme by the Lessor. PROVIDED that the Lessee shall not, save with the previous consent in writing of the Lessor, divert any watercourse or obstruct or interfere with the free use of water by persons who have hitherto enjoyed it or the free flow of water to adjacent lands which have hitherto received such water.

7. (a) The Lessee agrees that where operations carried out by him do not have the effect of arresting sand drift he shall take such further measures as in the opinion of the Chief Forest Officer are necessary to arrest the said sand drift provided that the Chief Forest Officer shall at the request of the Lessee furnish the Lessee with a Schedule of the measures to be taken and provided also that such measures shall

be those commonly employed to arrest Sand drifts.

(b) The Lessor reserves the right to cause such operations to be carried out by the Government at the cost of the Lessee should the Lessee fail to execute any operation in the manner and within the period specified to the satisfaction of the Chief Forest Officer and the Lessee agrees to pay such costs on demand provided that if a dispute has arisen regarding the measures taken or to be taken and the matter has been referred to arbitration this right shall not become operative until such time as the Arbitrators have made their submission.

8. The Lessee hereby agrees that there shall be excluded from the land hereby demised all public roads, paths or highways existing thereon at the date hereof together with an area on the sea-shore of a width not exceeding sixty metres from the high-water mark.

9. Nothing in this agreement shall confer on the Lessee any right to antiquities or to minerals found on or below the surface of the land hereby demised or to work any mines therein, but such mines minerals and antiquities shall in all cases be and remain the exclusive property of the Lessor. The Lessor or persons authorised by him shall at all times have the right of access to the said land for the purpose of inspecting, taking, winning or prospecting any such antiquities or minerals found on or in the said land.

10. (a) Nothing in this lease shall be taken to affect or derogate from the right of the Lessor at any time to resume without expropriation proceedings any part of the land hereby demised which may be necessary for the purpose of constructing, widening,

improving or reconstructing any public road or constructing, improving or reconstructing any railway or other public work.

(b) The Lessee shall be entitled to such reasonable compensation or reasonable abatement of rent in respect of any lands of the use of which he is deprived in accordance with this clause as may be agreed between the parties hereto, or in default of agreement, ^{be} may/determined by arbitration under the provisions hereof.

11. The Lessor or any persons authorised by him may at all times enter on the land hereby demised to inspect the same without let or hindrance by the Lessee.

12. On the expiration or sooner determination of the term hereby created the Lessee shall deliver up the said land to the Lessor in a good and clean condition and fit for occupation by an incoming tenant, together with all buildings, machinery engines pipes and trees which may have been erected installed or planted on the premises with the exception of portable buildings, engines and machinery which can be removed without damaging or defacing the land demised. The buildings, machinery and other property which are not removed shall be left in a good state of repair and condition.

13. The Lessee shall not be entitled to any compensation in respect of any property existing on the land at the time it is delivered up whether such property is to be removed by the Lessee or to be left on the land.

14. Interest on all sums payable under this agreement which shall be in arrear shall run at the legal rate from the date when payment is due.

15. If at any time during the currency of the term hereby created the Lessee shall fail to pay the rent in the manner aforesaid and such rent shall remain unpaid for a period of sixty days or if the Lessee shall fail to observe or perform any of the provisions of this agreement the term hereby created shall be forfeited and the Lessor may forthwith re-enter upon the premises and thereafter possess the same as though this agreement had never been made;

Provided that:-

- (a) entry by the Lessor shall not affect the liability of the Lessee in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) The Lessor shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent unless notice of the breach has been served upon the Lessee and the Lessee during the period of three months from the date of notice has failed either to comply with the terms hereof, or to submit the matter to arbitration under clause 17 hereof. If the matter is so referred to arbitration by the Lessee and the Lessee fails to comply with the terms of the arbitrators' award within three months from the date hereof, the Lessor's right of re-entry shall be revived.

16. Upon the exercise of any right of re-entry for the non-payment of any rent reserved, or for failure to perform or fulfil any condition or agreement herein contained or implied, no compensation shall be due to the Lessee except in respect of any land taken from him for a public purpose under clause 10 hereof.

17. In the event of any dispute arising between the parties hereto as to any matter or thing arising out of this agreement or any matter relative

thereto such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Law for the time being in force in Palestine.

In witness whereof the said parties have hereunto set their hands the day and the year first above written.

Signed by the High Commissioner
for Palestine.

Sgd. Arthur Wauchope.
HIGH COMMISSIONER.

In the presence of

Sgd. Eastwood.

Signed & sealed by the
Directors of Hanotiah Ltd.

Sgd. D. Ben-Ammi,
" N. Machnis.
DIRECTORS.

In the presence of

" A.E. Taylor.
DEPARTMENT OF LANDS.

I hereby authenticate the signature of the Lessee and the Lessor on the Deed, and certify that the Lessee and Lessor freely and voluntarily executed the Deed and understand its contents.

Sgd. J.N. Stubbs.

DIRECTOR OF LANDS.

This Deed was registered under Deed

No. on the day of in the Land

Registry of Town or Village, No. Registration

Fees mls paid, vide receipt No.

Registration of this Deed does not
guarantee the title to the land therein referred to.

REGISTRAR OF LANDS.

Seal of Registry Office.

Schedule referred to in Section One Above.

<u>Parcel.</u>	<u>Area in Standard Duns.</u>	<u>Registration in Land Registry of Tulkarm.</u>
A	225.326	45/27 of 28.2.27.
B	697.491	199/26 of 26.11.26.
C	128.335	79/30 of 28.1.30.

THE WHOLE AREA HAS BEEN DELINEATED ON
THE ATTACHED PLAN, MARKED A, B, AND C, AND OUTLINED
IN YELLOW.

1054.182

D/Tul/106

C O P Y.

THIS INDENTURE is made on the 16th day of April, 1934, between Hanotiah Ltd.

(Hereinafter referred to as the Assignor) of the one part, and Pardess Hagdud, Inc., (hereinafter referred to as the Assignee) of the other part;

WHEREAS by an indenture of Lease (hereinafter referred to as the lease) dated the fourth day of July, 1932, and made between His Excellency Sir Arthur G. Wauchope, High Commissioner for and on behalf of the Government of Palestine, of the one part (hereinafter referred to as the Lessors) and the Assignor of the other part, all that area of land comprising 1051.38 Standard Durums more or less, registered in three separate parcels in the Land Registry of Tulkarm, under Deed numbers 45/27 of 28.2.27, 119/26 of 26.11.26, and 79/30 of 28.1.30, was demised to the Assignor for a period of ninety-nine (99) years, according to the deed of lease a copy of which is attached hereto initialed by the parties, subject to the payment of certain rents, and to the covenants, conditions, and stipulations therein contained and binding on the Assignor, including a stipulation against assignment without the consent in writing of the Lessors.

AND WHEREAS the Assignee is desirous of obtaining an assignment by the Assignor of that part of the said demised premises hereinafter described and the Assignor is prepared to make such assignment subject to the terms and conditions of the said lease and the obligations of the Assignor thereunder.

./.

NOW THIS INDENTURE WITNESSETH

AS FOLLOWS:-

1. That in consideration of LP.1 (One Palestine Pound) paid by the Assignee to the Assignor (the receipt of which sum the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee, all and singular that portion of the premises comprised in and demised by the said lease which portion consists of an area of approximately 114.084 dunams and which portion is described and the situation thereof fixed on the map attached hereto and marked Section V-1 and initialled by the parties hereto.

TO HOLD the same to the Assignee for the residue now unexpired of the term of ninety-nine (99) years created by the said lease, subject to the payment of the rents and performance and observance of the Assignor's covenants, conditions and stipulations in the said lease reserved and contained. And the Assignee hereby covenants with the Assignor with the object and intention of affording to the Assignor a full and sufficient indemnity, henceforth during the said term of years to pay the rents reserved by the said indenture of lease in respect of the portion of the demised premises the subject matter of these presents in proportion to the total rent payable, and to observe and perform all the covenants, conditions, and stipulations in the said indenture contained and on the Assignor's part to be observed and performed in respect of the said portion of the demised premises and to keep indemnified the Assignor from and against all actions, proceedings, claims and demands on account of the same, or in any way relating thereto.

2. The Assignee hereby covenants with the Assignor henceforth to pay to the Lessor direct the amount of rent due on that portion of the premises comprised in and demised by the said lease which portion is in these presents described and assigned on the days and in the manner therein provided and to observe all the covenants, conditions, and stipulations therein contained, and on the Assignor's part to be performed and observed.

3. Nothing herein contained shall prejudice or affect the original reservation of RENT, or the binding effect of the several stipulations contained in the said lease or the right of the Lessor to re-enter upon the demised premises, under the power of re-entry reserved to it by the said lease for non-payment of the said rent, or breach, or non-observance of any of the said covenants, conditions or stipulations.

IN WITNESS WHEREOF the parties hereto hereunto set their seals at Tulkarm this 16th day of April, 1934.

Sgd. Hanotiah Ltd. Sgd. O. Ben-Ammi.

Pardess Hagdud Inc. Sgd.
Sgd. J. Jacobs.
" J.H. (?)

Witness to signatures:

Jacob S. Shapira.
N. Parigel.

I hereby certify that on 16th April 1934 there appeared before me the above named Assignor and Assignee and being identified by Mr. J.S. Shapiro and Mr. N. Parigel acknowledged the seals and signatures on this deed to be theirs and that they freely and voluntarily executed this deed and understand its contents.

Sgd. A. Hissin.
REGISTRAR OF LANDS,
SUB-District of TULKARM.

This deed was registered under Deed No.479 on the 16th day of April 1934, in the Land Registry of Tulkarm and the Register of Umm-Khalid Vol.III, Folio 125. Registration Fees to £P.0.570 mils were paid, vide receipt No.252360 of 16.4.34.

Sgd. A. Hissin.

REGISTRAR OF LANDS.

Seal of: LAND REGISTRY OF TULKARM.

Mr Bennett
for file

14/1

WAB

36 b.

THIS INDENTURE is made on the 16th day of April 1934 between Hanotiah Limited, (hereinafter referred to as the Assignor) of the one part, and Pardes Hagdud, Inc., (hereinafter referred to as the Assignee) of the other part;

WHEREAS by an indenture of Lease (hereinafter referred to as the lease) dated the fourth day of July, 1932, and made between His Excellency Sir Arthur G. Wauchope, High Commissioner for and on behalf of the Government of Palestine, of the one part (hereinafter referred to as the Lessors) and the Assignor of the other part, all that area of land comprising 1051.38 more Standard Dunams/or less, registered in three separate parcels in the Land Registry of Tulkarm, under Deed numbers 45/27 of 28.2.27, 119/26 of 26.11.26, and 79/30 of 28.1.30, was demised to the Assignor for a period of ninety-nine (99) years, according to the deed of lease a copy of which is attached hereto initialled by the parties, subject to the payment of certain rents, and to the covenants, conditions, and stipulations therein contained and binding on the Assignor, including a stipulation against assignment without the consent in writing of the Lessors.

AND WHEREAS the Assignee is desirous of obtaining an assignment by the Assignor of that part of the said demised premises hereinafter described and the Assignor is prepared to make such assignment subject to the terms and conditions of the said lease and the obligations of the Assignor thereunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. That in consideration of LE 1. - (One Palestine Pound) paid by the Assignee to the Assignor (the receipt

of/

of which sum the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee, all and singular that portion of the premises comprised in and demised by the said lease which portion consists of an area of approximately 114.084 dunams and which portion is described and the situation thereof fixed on the map attached hereto and marked Section V-1 and initialled by the parties hereto.

TO HOLD the same to the Assignee for the residue now unexpired of the term of ninety-nine (99) years created by the said lease, subject to the payment of the rents and performance and observance of the Assignor's covenants, conditions and stipulations in the said lease reserved and contained. And the Assignee hereby covenants with the Assignor with the object and intention of affording to the Assignor a full and sufficient indemnity, henceforth during the said term of years to pay the rents reserved by the said indenture of lease in respect of the portion of the demised premises the subject matter of these presents in proportion to the total rent payable, and to observe and perform all the covenants, conditions, and stipulations in the said indenture contained and on the Assignor's part to be observed and performed in respect of the said portion of the demised premises and to keep indemnified the Assignor from and against all actions, proceedings, claims and demands on account of the same, or in any way relating thereto.

2. The Assignee hereby covenants with the Assignor henceforth to pay to the Lessor direct the amount of rent due on that portion of the premises comprised in and demised by the said lease which portion is in these presents described and assigned on the days and

in the manner therein provided and to observe all the covenants, conditions and stipulations therein contained, and on the Assignor's part to be performed and observed.

3. Nothing herein contained shall prejudice or affect the original reservation of RENT, or the binding effect of the several stipulations contained in the said lease or the right of the Lessor to re-enter upon the demised premises, under the power of re-entry reserved to it by the said lease for non-payment of the said rent, or breach, or non-observance of any of the said covenants, conditions or stipulations.

IN WITNESS WHEREOF the parties hereto hereunto set their seals at Tulkarm this 16th day of April, 1934.

Hanotaiah Ltd.

By (Sgd) I. Ben Ammi

Parde Hagdad Inc.
(Sgd) ? Jacob

Jacob Trachtenberg.

Witnesses to signatures.

(Sgd) Jacob S. Shapiro.

(Sgd) N. Panigel.

I hereby certify that on the 16th April 1934 there appeared before me the above named Assignor and Assignee and being identified by Mr. J. S. Shapiro and N. Panigel acknowledged the seals and signatures on this deed to be theirs and that they freely and voluntarily executed this deed and understood its contents.

(Sgd) A. Hissin.
REGISTRAR OF LANDS
Sub-District of Tulkarm.

This deed was registered under deed No. 479 on the 16th day of April 1934 in the Land Registry of Tulkarm and the register of Um Khalid Vol. III Fol. 125. Registration Fees to L.P.O. 570 were paid, vide Receipt No. 252360 of 16.4.1934.

(Sgd) A. Hissin.

REGISTRAR OF LANDS

D/Tul/106

18th October, 1936.

Attorney General.

Subject:- State Domain, Umm Khalid,
Tulkarm Sub-District.

Reference: My D/Tul/106 of 9.10.36.

Further to my letter of even number
dated 9th October, 1936, I forward a copy of
a letter received from Dr. M. Doukhan on
behalf of Messrs. The Hanotaiah Ltd.
protesting against the acceptance of the
assignment to Messrs. Pardess Hagdud Incorporated as a legal instrument.

W.B.
2 COMMISSIONER FOR LANDS
AND SURVEYS.

E/P

34

M. DOUKHAN
ADVOCATE



GENERALI BLDG., JAFFA ROAD
JERUSALEM

18th October, 1936.

Commissioner for Lands and Surveys,
J e r u s a l e m .

REPLIED 4/41

Sir,

Subject: HANOTAIAH-File 13/4 and
your letter of 4/10/36.

I am instructed by my clients the HANOTAIAH Ltd. - Nathania to protest against the action contemplated by you regarding the collection of rent from the PARDESS HAGDUD.

Their submission is as follows:-

1. Upon the execution and registration of the Lease of the 12th September, 1935, the HANOTAIAH became the registered lessee.
2. The land of 114 dunoms referred to in the Second Schedule to the 1935 Agreement was demised to them in consideration for the surrender of the lease in respect of the land referred to in the First Schedule. Your interference in the matter may deprive them of the consideration and in general is injurious to their interests.
3. The HANOTAIAH has not applied to Government after the registration in their name of the lease of 1935 for permission to sub-lease the land and no consent to such sub-lease having been given by Government, any action taken by you as regards the revival of a cancelled assignment is ultra vires (Para 3 of the Agreement of 1932 and last part of the Agreement of 1935).
4. You had no right to collect rent from the PARDESS HAGDUD at all. Vis-à-vis the Government as Lessor the HANOTAIAH is the Lessee and the rent is to be collected from the HANOTAIAH.

I shall be grateful if you will be so good as to convey this protest to Government for a decision to be given by His Excellency the High Commissioner.

Yours truly,

M. Doukhan

M. Doukhan, Advocate,
ATTORNEY OF THE HANOTAIAH LTD.

A copy for the
Chief Secretary's file
is enclosed.

הנוטע בע"מ חברה להתישבות והנהלת פרדסים

HANOTIAH LTD. COLONISERS & ORANGE GROVE PLANTERS

בית הנוטע, רחוב סיר הרברט סמואל
נתניה, ארץ-ישראל
ת.ד. 18 - טלפונים: 6-23
סוכנים ומשרדים במרכזי היהדות
Hanotiah Building, Sir Herbert Samuel Rd.
NATHANYA, PALESTINE
P. O. Box 18 - Phones: 6-23
AGENCIES & OFFICES IN THE PRINCIPAL CITIES
OF THE WORLD

בנקים:
בנק אנגלו-פלשתינה בע"מ תל-אביב
בנק בני-בנימין בע"מ תל-אביב
בנק קסט מלוח הקלאית נתניה
BANKERS
The Anglo-Palestine Bank Ltd. T. A.
Bank-Banyamin Bank Ltd. Tel-Aviv
Kupat Milva Bank Nethanya
המסן המברק: הנוטע נתניה
Cab. Addr.: HANOTIAH NATHANYA



13/4- 4511

NATHANYA 11th October, 1936.

נתניה

Commissioner for Lands and Surveys,
P.O.B. 1184
Jerusalem.

Dear Sir,

With reference to your letter of the 4th October, 1936, we again wish to draw your attention to the Surrender of Lease by Government and ourselves executed on the 12th of September 1935 in the Land Registry of Tulkarm Deed No. 583/35 File No. 456/35 regarding the conversion of the leasehold lands into freehold.

2. The last paragraph of the said Deed of Surrender of Lease states as follows "All the covenants conditions and stipulations in the said agreement dated the 4th July, 1932 shall be applicable to the remaining land referred to in the Second Schedule" i.e. containing by admeasurement an area of 114 dunums 84 square metres.

3. The foregoing, makes it clear that the land in question is held by us on lease and we are therefore bound to pay the annual rental.

Yours faithfully,

HANOTIAH LIMITED
NATHANYA.

J. Ben-Ammi

GOVERNMENT OF PALESTINE

No. AG/374/34



Attorney General's Office
Government Offices
Jerusalem

12th October 1936

Commissioner for Lands
& Surveys

Subject:- State Domain - Hum Khalid

Tulkarm sub-district

Reference:- Your D/Tul/106 of 9.10.36

31

The receipt of your above-quoted letter,
together with its enclosures, is hereby acknowledged.

H. H. Samir

ATTORNEY GENERAL.

St. 10/10

St. 10/10

St. 10/10

St. 10/10

St. 10/10

St. 10/10

St. 10/10

St. 10/10

St. 10/10

St. 10/10

H. H. D. 10/10

12 and

D/Tul/106

6th October, 1936.

Sir,

I have the honour to refer to your letter No. P.153/3/B dated 27th September, 1936, and to inform you that Messrs. Hanotaiah Ltd. have refused any refund of rent in respect of the area referred to in the assignment to Messrs. the Pardess Hagdud Inc. which was registered on 16th April 1934. They, apparently, claim that by virtue of the Deed of Surrender of the lease between the Government and themselves executed on 12th September 1935, which extinguished the provisions of the lease dated 4th July, 1932, except in so far as it affected the area of 114 dunums 84 sq. metres, they are still the lessees of the area.

I am, Sir,
your obedient servant.

MB
2 COMMISSIONER FOR LANDS
AND SURVEYS.

Dr. Bernard Joseph,
P.O.B. 750,
Jerusalem.

B/P

הנוטע בע"מ חברה להתישבות והנהלת פרדסים

HANOTAIAH LTD. COLONISERS & ORANGE GROVE PLANTERS

בית הנוטע, רחוב סיר הרברט סמואל
נתיניה, ארץ-ישראל
ת.ד. 18 — טלפונים: 6-23
סוכנים ומשדרים במרכזי היהדות
Hanotaiiah Building, Sir Herbert Samuel Rd.
NATHANYA, PALESTINE
P. O. Box 18 — Phones: 6-23
AGENCIES & OFFICES IN THE PRINCIPAL CITIES
OF THE WORLD



NATHANYA 28th September, 1936. נתניה

13/4-4437

A/Commissioner for Lands and Surveys,
P.O.B. 1184
Jerusalem.

בנקים:
בנק אנגלו-פלסטינה בע"מ תל-אביב
בנק בני-בנימין בע"מ תל-אביב
בנק קסט מלוח הקלאית נתניה
BANKERS
The Anglo-Palestine Bank Ltd. T. A.
Bnei-Benyamin Bank Ltd. Tel-Aviv
Kupat Milva Bank Nathonya
המסן המברקי: הנוטע נתניה
Ab. Addr.: HANOTAIAH NATHANYA

Dear Sir,

We are in receipt of your letter of the 20th instant No.D/Tul/106 to which we haste to state the following:

We do not accept your offer for the refund of rent, which you claim, to have been overpaid by us, as in virtue of the Surrender of Lease between the Government of Palestine and ourselves executed on the 12th Sept., 1935, we are bound to pay the rental due on the demised property.

Respectfully yours,

HANOTAIAH LIMITED.

J. Ben-Ami

OBA/EB.

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TELEGRAMS: "BEEJOSEPH" JERUSALEM

JERUSALEM

PRINCESS MARY AVE.

P. O. B. 750 TELEPHONE 696

ד"ר ברנרד יוסף

محامي وكاتب عدل

شارع الاميرة ماري القدس

صندوق البريد ٧٥٠ تلفون ٦٩٦

BERNARD JOSEPH

BARRISTER-AT-LAW

NOTARY PUBLIC

ADVOCATE

ד"ר ברנרד יוסף

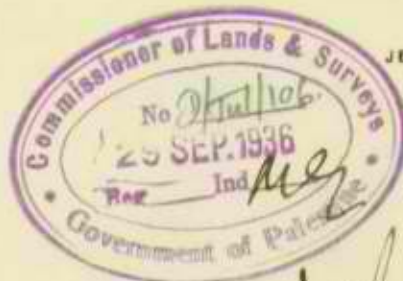
עורך דין ונוטריון

ירושלים

רחוב הנסיכה מרי

ת.ד. 750 טלפון 696

REF. P 153/3/B



JERUSALEM, September 27, 1936

REPLIED 44

Commissioner for Lands & Surveys
Mamilla Road
Jerusalem

Sir:

Your Reference D/Tul/106

I have the honour to refer to your letter of September 20th, on the subject of the rent payable by Pardess Hagdud Inc., in respect of sub-lease of State Land at Nathanya.

2. I agree with the statement made in para. 2 of your letter that the sub-lease began on April 16, 1934.

3. I must, however, object to para. 3 of your letter, where it is stated that the entry in the Land Register, Tulkarem, was not finally made until instructions dated the 21st of July, 1936, were given. I wish to point out that registration of the Deed of Assignment was actually made on the 16th April, 1934. Afterwards, in the remarks column of the Land Register an entry was made cancelling the registration of the assignment and this entry in the remarks column was held to be invalid and cancelled by the said instructions of 1936. It is clear, therefore, that the assignment has been duly registered on the 16th April, 1934.

4. In reply to No 6 of your above mentioned letter, I hereby confirm that I agree that rent due from Pardess Hagdud Inc. has been paid up to the third of July, 1937.

I have the honour to be,

Sir,

Your obedient servant,

Bernard Joseph

1900

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1900

1900

1900



and

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OF THE
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DEPARTMENT OF
AGRICULTURE

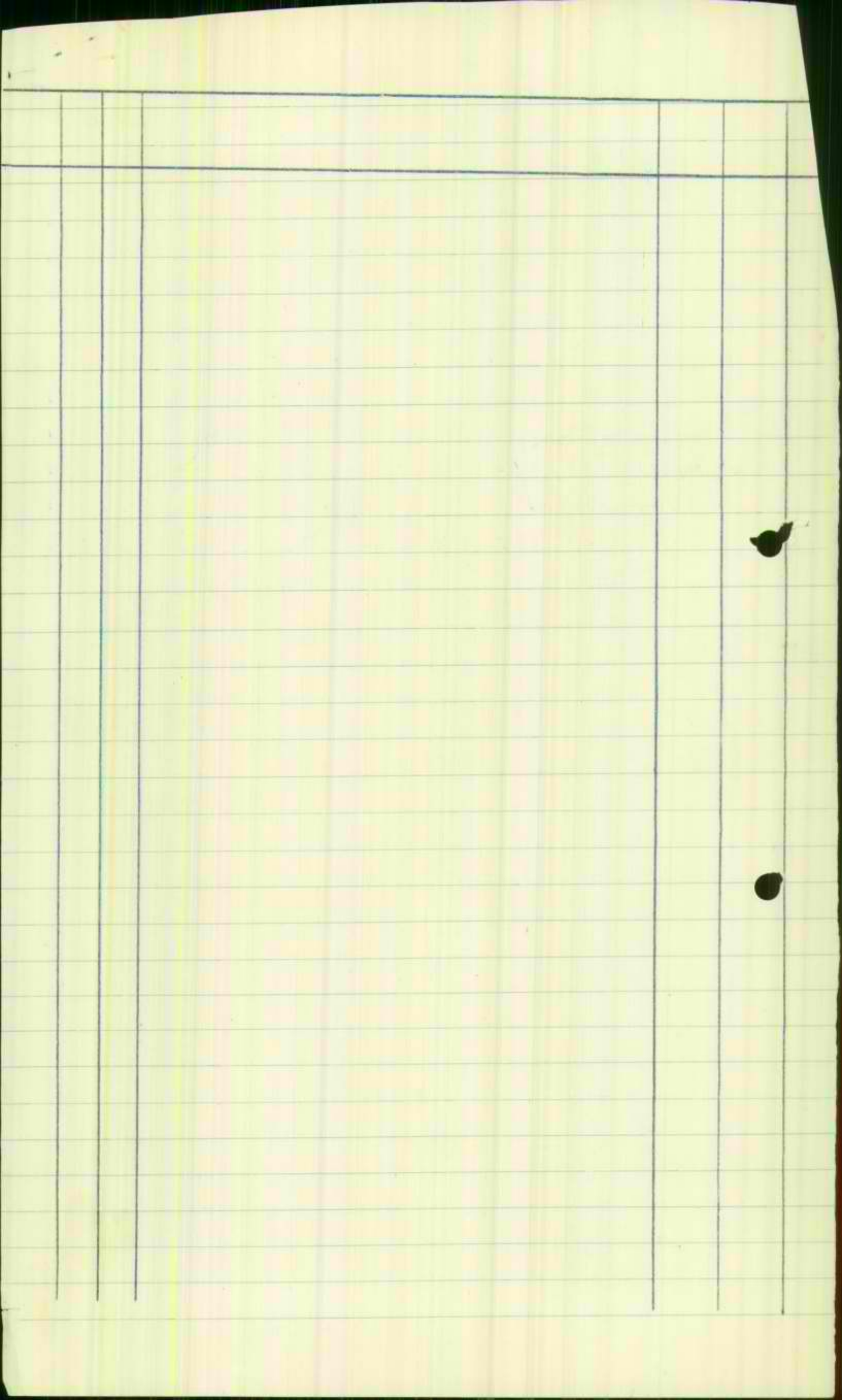
Collection made on a/c
of Rent of D / Tril / 186

Annual Rental
P. 52.560

By Whom Paid		Amount Paid	Amount Paid	
	When	Receipt	Date	Amount
Handwritten	20	197233	Jul 1932	52.560
"	Ref. 2014	A.R. 271	31 Aug. 1933	52.560
"	Ref. 1841	A.R. 220	31 Aug 1934	52.560
"	21 July 183	A.R. 249564	12.9.35	13.140
Philip Gapol	2nd July 110	A.R. 429880	5.7.34	5.750
Reuben Joseph	2nd July 12	Treas. R.V. N° 3	1.7.36	5.750
"	15A	A.R. B. 846008	29.6.35	5.700

↓
In behalf of Order
Hagdud.

Part to the Treasury



Additional note on Hanotaiah Lease.

In addition to the question of the assignment there is a further question of a small additional area of about 45 dunams which Hanotaiah asked should be included in their lease (See folios 105, 107, 109, 140, 173, 178, 179 and 180.)

P
2/2

STATE-DOMAIN B

SUB-DISTRICT: TUL-KAREM
VILLAGE: EM KHALED
LOCALITY: LEWLEH

SCALE $\frac{1}{5000}$

N

SEA

4

3

PLOT NO	Square Metres	OLD DUN.	Sq. p.c.s
1	459565.80	499	1453.40
4	177301.20	192	1384.70
3	60624.50	65	1514.30
TOTAL	697491.50	758	1152.40

NOTE

All points are marked by A.I.⁵
being fixed by Youssef El Thabet.

(Signed) L. BROWN.
Surveyor L.R.
20/10/26.

TRACED FROM PLAN ATTACHED TO FILE
NO D/TUL/106

4531

L.P. SURVEYOR

Copy

STATE DOMAIN A

DISTRICT: NORTHERN
SUB-DISTRICT: TUL KAREM
VILLAGE: UM KHALID

SCALE $\frac{1}{5000}$

N

SEA SHORE

STATE DOMAIN

AREA: 225326.0 m²

TRACED FROM PLAN ATTACHED TO
FILE NO D/TUL/106

4531

L.P. SURVEYOR

STATE DOMAIN C

DISTRICT: NORTHERN
SUB-DISTRICT: TUL KAREM
VILLAGE: UM KHALED
LOCALITY: ARD EL BISHATIYEH

SCALE $\frac{1}{5000}$

N

SEA SHORE

ROAD

AREA: 128365 sq.m.

TRACED FROM PLAN M 2/27 OF L.S.D. KULMAN
ATTACHED TO TUL KAREM L.R. FILE NO 212/27

4531

L.P. SURVEYOR

D/Tul/106

20th September, 1936.

Gentlemen,

I have the honour to refer to the Indenture dated 16th April 1934 by which you assigned to Messrs. The Perdess Hagdud the area of about 114 dunums which was included in the lease between Government and yourselves dated 4th July 1932.

Dr. Bernard Joseph, acting on behalf of Messrs. the Perdess Hagdud Ltd., maintains that the assignment commenced from 4th July 1934 and that your liability for rent ceased on 3rd July 1934.

I shall be obliged if you will confirm that you agree to this when I will arrange for the refund of rent which appears to have been overpaid by you.

The amount involved is as follows:-

One year's rent 114.084 dunums	
4.7.34 to 3.7.35	LP.5.704 mils
Overpayment made on 12.9.35	
on account	4.025 mils
Total:	<u>LP.9.729</u>

MB
2 A/COMMISSIONER FOR LANDS
AND SURVEYS.

Messrs.
The Hanote's Ltd.,
P.O.Box 18,
Tel-Aviv.

1893

1893

1893

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1893

1893

1893

1893

1893

1893

25
D/Tul/106

20th September, 1936.

Sir,

I have the honour to refer to your letter No.P.153/3/B dated 30th August 1936 addressed to the District Officer, Tulkarm, on the subject of the rent payable by Messrs. the Pardess Hagdud Inc. in respect of State land at Nathaniya numbered D/Tul/106 and I regret the matter is still not clear.

2. It is observed that the indenture of assignment made between Messrs. Hanote's Ltd. and Messrs. the Pardess Hagdud Inc. is dated 16th April 1934 and as no other date is mentioned in this instrument, it would appear that the term in respect of which the Pardess Hagdud are liable to pay rent should commence from this date and not from 4th July 1934, as suggested in para.2 of your letter.

3. You are no doubt also aware that the entry in the Land Register, Tulkarm, in respect of the assignment to Messrs. the Pardess Hagdud Inc. was not finally made until the Registrar was instructed by the Director of Land Registration under his letter dated 21st July 1936. The payments made by Messrs. Hanote's Ltd., would, therefore, appear to be in order. 13

4. So long, however, as Government receives the rent and the parties agree in regard to the date from which the assignment took effect, I have no objection to making a refund to Messrs. Hanote's Ltd. of the rent paid in error.

5. I am, in the circumstances, writing to Messrs. the Hanote's Ltd., asking if they agree that the assignment took effect from 4th July 1934 as contended by you and if this is agreed, arrangements will be made for the rent overpaid to be refunded.

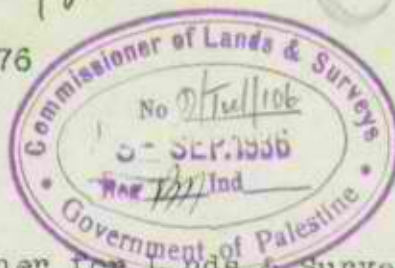
6. On the assumption that Messrs. Pardess Hagdud Inc., are responsible for the payment of rent as from 4th July 1934, I shall be grateful if you will confirm that you agree that rent has now been paid up to 3rd July, 1937.

Dr. Bernard Joseph,
Advocate,
Jerusalem.

I am, Sir,
Your obedient servant.

2
B/COMMISSIONER FOR LANDS
AND SURVEYS.

1867
No. 11/28 176



DISTRICT OFFICES
TULKARM
1.9.36.

Commissioner for Lands & Surveys,
Jerusalem.

24
REFERRED TO 72

23
Subject: Payment of Rent - Um Khalif
Reference: My letter of even number dated
24.8.36 addressed to Dr. B. Joseph
with copy to you.

I enclose herewith for your kind observation a
copy of a letter received from Dr. B. Joseph dated 30.8.36

2. As the alease agreements were concluded at
your office and as the whole case is more known to you,
I shall be much obliged if the points raised by Dr. B.
Joseph be answered.

HK/BM.

Ysacl
DISTRICT OFFICER.

*Mr. M. al-
Anasir - referred to
Hansotai of the overpayment
Nhal in the amount.
99-26 MBS*

W(A)

BERNARD JOSEPH
BARRISTER AT LAW
NOTARY PUBLIC
ADVOCATE.

Jerusalem August 30, 1936

P.153/3/B

DEFERRED TO 25

District Officer,
Tulkarm.

Sir,

23

I have the honour to acknowledge receipt of your letter No.11/176 of the 24th inst.

2. You state that the rent in respect of the sub lease of Pardess Hagdud Inc. had been paid by Hanotaiah Limited up to the 1st October, 1935. I wish to point out, however, that after granting the said sub lease to Pardess Hagdud, which commenced on the 4th July, 1934, Hanotaiah Limited was no more entitled to make any payment for rent in respect of this sub lease.

3. As the rent due for the said sub lease has been duly paid as from the commencement of the sub lease by the sub lessee, viz. LP.5.750 receipt No.Y/29880 of 5 July, 1934; LP.5.700, Receipt No.B 846008 of 29th June 1935 and LP.5.750 Receipt No.C 401224 of the 1st July 1936, I have the honour to request that the aforementioned payments be credited to the account of Pardess Hagdud Inc. covering the rent due on the said sub lease up to the 30th of June 1937.

4. As regards the payments apparently made by Hanotaiah in respect of the said sub lease, they may be returned to Hanotaiah Ltd. or dealt with as Government thinks fit.

I have the honour to be
Sir,
Your obedient servant.

(Sgd) Bernard Joseph.

BERNARD JORDAN
Executive Director
National Endowment for the Arts
Washington, D.C. 20540

Enclosure marked as 1984

STANDARD 1-10348

Director Office
The Arts

Mr.

I have the honor to acknowledge receipt
of your letter of July 10, 1984.

3. You state that the work in respect of the
the subject of the letter is not being held by
the National Endowment for the Arts. I wish
to point out, however, that after reviewing the work and
I am to a large extent, with a view to the fact that
the National Endowment for the Arts is not
not prepared to fund in respect of this work.

4. As the work is not being held by the
National Endowment for the Arts, it is not
being held by the National Endowment for the Arts.
The work is being held by the National Endowment for the Arts.
I have the honor to inform you that the work is
being held by the National Endowment for the Arts.
The work is being held by the National Endowment for the Arts.
The work is being held by the National Endowment for the Arts.

5. As the work is not being held by the
National Endowment for the Arts, it is not
being held by the National Endowment for the Arts.
The work is being held by the National Endowment for the Arts.
The work is being held by the National Endowment for the Arts.
The work is being held by the National Endowment for the Arts.

I have the honor to be
Yours of warm regards,
Bernard Jordan

(Enc) Bernard Jordan

STANDARD 1-10348

STANDARD 1-10348

STANDARD 1-10348

1820
No.11/176



DISTRICT OFFICES
TULKARM
24.8.36.

Sir,

With reference to para 2 of your letter No.P.153/3/C. of 31.7.36, I have the honour to inform you that the Hanotiah Co.Ltd has paid rent on the whole area up to 30.9.35, hence the rent was due as from the 1st October 1935.

2. The amount paid by you as from 1.10.35 to 30.9.37 is LP.11.450 viz para 4 of your above mentioned letter.

3. The actual amount due from 1.10.35 to 30.9.37 is LP.11.408 calculated at the rate of 50 Mils per dunum, thus, leaving a balance of 42 Mils paid in excess which amount will be credited to you when the rent is paid for the year 1938.

I have the honour to be
Sir,
Your obedient servant.

PS/BM.

MSad
DISTRICT OFFICER.

Mr. Bernard Joseph
Barrister-at-Law
Notary Public
Advocate
Jerusalem.

Copy to:-Commissioner for Lands & Surveys
Ref his letter No. D/Tul/106 of 26.7.36.

14/

D/Tul/106-

Registrar of Lands
Tulkarm.

W

Subject:- Pardess Hagdud In-
corporated.

22

Reference:- Your TLR/549/33 of the
18.8.36.

You may issue to applicant
an extract of registration containing all
particulars contained in the register in
accordance with his request.

for.

[Signature]

DIRECTOR OF LAND REGISTRATION

BF/N

TLR/549/33- 9

DLR

Director of Land Registration
Jerusalem.



Registrar of Lands
Tulkarm.
18th August 1936.

REPLIED 23A

13

Subject :- Pardess Hagdud and Hanotaiah Ltd.
Reference :- Your D/Tul/106-4848 of 21.7.1936.

On 8.8.1936, Dr. Bernard Joseph, the Liquidator of Pardess Hagdud, has been provided with an Extract of registration in respect of the assignment of Lease of the 114 Donums and 84 Mtrs. by the Hanotaiah Ltd. in favour of the Pardess Hagdud Inc.

In the remarks column of the registration a note was inserted as follows:-

- a) Cancelled vide Authority of D.L.R. No. D/Tul/106-9304 dated 27.9.1936.
- b) This note is cancelled vide Authority of D.L.R. No. D/Tul/106-4848 of 21.7.1936, kept in file 549/33.

The above note has been crossed and automatically the entry has become effective and free from any charges. The said notes has not been shown on the Extract issued to Dr. B. Joseph.

The procedure adopted by all Land Registry Offices is that whenever a property is mortgaged or attached, or has been charged by any other encumbrances, a note to that effect is being inserted in the remarks column and after the release of the charge, the property becomes free, and therefore no remark of the previous encumbrance is shown on extracts issued after that date.

Lately I received the attached letter from Dr. B. Joseph in which he applies to have a new Extract showing the original order inserted in the remarks column and the 2nd remark of cancellation.

Kindly instruct as to whether an Extract could be issued in the form asked for or otherwise, please.

Miss
REGISTRAR OF LANDS.

AH/RK.

R

TELEGRAMS: "BEEJOSEPH" JERUSALEM

JERUSALEM

PRINCESS MARY AVE.

P. O. B. 750 TELEPHONE 696

ד"ר ברנרד יוסף

محامي وكاتب عدل

شارع الاميرة ماري القدس

صندوق البريد ٧٥٠ تلفون ٦٩٦

BERNARD JOSEPH

BARRISTER-AT-LAW

NOTARY PUBLIC

ADVOCATE

ד"ר ברנרד יוסף

עורך דין ונוטריון

ירושלים

רחוב הנסיכה מרי

ת.ד. 750 טלפון 696

REF.

P153/1/C.

JERUSALEM, August 12th, 1936.

The Registrar of Lands,
Tulkarm.

Sir,

I have to acknowledge receipt of your letter of August 8th, 1936, Reference No. TLR/549/33 850, enclosing extract of registration.

I desire to have a true copy of the register in respect of this lease, including all entries in the remarks' column. You will find, on referring to the register, that there was an entry made in the remarks' column which was subsequently cancelled by order of the Director of Land Registration.

I desire an extract showing the original entry in this column and the entry of the cancellation order.

I would take this opportunity of pointing out that the name of the lessees is "Pardess Hagdud, Incorporated," and not "Pardess Hagdud Incorporation".

I have the honour to be,

Sir,

Your obedient Servant.

Bernard Joseph.

P.S. I am enclosing herewith postal order in the amount of LP.O.100 and a stamp in the amount of EP.O.050.

LAND REGISTRY	JP
Received from	S. Joseph
By	JP. 549/33 1077
Date	15/8/36



RECEIVED
JAN 10 1964
U.S. DEPARTMENT OF
HEALTH, EDUCATION &
WELFARE

WINTER

WINTER

RECEIVED JAN 10 1964 U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE

RECEIVED JAN 10 1964 U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE

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RECEIVED JAN 10 1964 U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE

D/Tul/106

17th August, 1936.

District Officer,
Tulkarm.
-----*See also: 72*
*17*Subject:- Payment of Rent - Umm Khēlid.Reference: Your 11/176 of 1.8.36.

The Government ~~has~~ agreed with the Hanote's Ltd. to determine the lease in respect of part of the area leased to them in 1932. (copy of the Deed of Surrender is attached.)

2. The area so surrendered was exchanged for an area of 250 dunums in Qelansuwa (Deed of Exchange is attached). This area is recorded as State Domain D/Tul/117 and is occupied by the Landless Arabs.

3. The area remaining subject to the lease granted in 1932, namely, 114.084 dunums was assigned to Perdess Hagdud Incorporated, a copy of the Deed of Assignment is attached.

4. Copies of the plans No. S.319/1093 to be attached to the above mentioned agreements may be obtained from the Registrar of Lands, Tulkarm.

This office records show the following payment made by the Hanote's.

R.V. No.	Period	Amount. LP.Mils.	Date.
197233 Hqr.Lands	1.7.32 - 30.6.33	52.560	July, 1932.
271	1.7.33 - 30.6.34	52.560	August, 1933.
220	1.7.34 - 30.6.35	52.560	July, 1934.
249564 Hqr.Lands	1.7.35 - 30.9.35	13.140	12th Sept. 1935.

Further amounts were paid on behalf of Pardess Hagdud Inc. as informed in my letter No.D/Tul/106 of 26.7.36.

The rent is paid in one instalment on the first day of July as stated in the Head Lease. It should be noted that rent is paid up to 30.9.37 plus 92 mils as stated in para.3 of my letter of even number dated 26.7.36.

6. If Mr. Bernard Joseph insists that the rent paid on behalf of the Pardess Hagdud should be up to the 30th of June, 1937, he should arrange with the Hanote's, the Head Lessee for the adjustment of the account between them and he should inform you of the result, and you should let me know.

In case Mr. Bernard Joseph wishes to pay up to 30.6.38, he may do so and the amount payable is LP.4.186, which is calculated as follows:-

Rent for the period 1.10.37	
to 30.6.38 (i.e. 9 months)	LP.4.278
Less overpayment	<u>0.092</u>
Balance Payable:	LP.4.186

hjb
A/COMMISSIONER FOR LANDS
AND SURVEYS.

JGM/RA

C O P Y.

D/Tul/106

THIS INDENTURE is made on the 16th day of April, 1934, between Hanotiah, Ltd.

(hereinafter referred to as the Assignor) of the one part, and Pardess Hagdud, Inc., (hereinafter referred to as the Assignee) of the other part;

WHEREAS by an indenture of Lease (hereinafter referred to as the lease) dated the fourth day of July, 1932, and made between His Excellency Sir Arthur G. Wauchope, High Commissioner for and on behalf of the Government of Palestine, of the one part (hereinafter referred to as the Lessors) and the Assignor of the other part, all that area of land comprising 1051.38 Standard Dunams more or less, registered in three separate parcels in the Land Registry of Tulkarm, under Deed numbers 45/27 of 28.2.27, 119/26 of 26.11.26, and 79/30 of 28.1.30, was demised to the Assignor for a period of ninety-nine (99) years, according to the deed of lease a copy of which is attached hereto initialled by the parties, subject to the payment of certain rents, and to the covenants, conditions, and stipulations therein contained and binding on the Assignor, including a stipulation against assignment without the consent in writing of the Lessors.

AND WHEREAS the Assignee is desirous of obtaining an assignment by the Assignor of that part of the said demised premises hereinafter described and the Assignor is prepared to make such assignment subject to the terms and conditions of the said lease and the obligations of

the Assignor thereunder.

NOW THIS INDENTURE WITNESSETH AS
FOLLOWS:-

1. That in consideration of LP.1 (One Palestine Pound) paid by the Assignee to the Assignor (the receipt of which sum the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee, all and singular that portion of the premises comprised in and demised by the said lease which portion consists of an area of approximately 114.084 dunams and which portion is described and the situation thereof fixed on the map attached hereto and marked Section V-1 and intialled by the parties hereto.

TO HOLD the same to the Assignee for the residue now unexpired of the term of ninety-nine (99) years created by the said lease, subject to the payment of the rents and performance and observance of the Assignor's covenants, conditions and stipulations in the said lease reserved and contained. And the Assignee hereby covenants with the Assignor with the object and intention of affording to the Assignor a full and sufficient indemnity, henceforth during the said term of years to pay the rents reserved by the said indenture of lease in respect of the portion of the demised premises the subject matter of these presents in proportion to the total rent payable, and to observe and perform all the covenants, conditions, and stipulations in the said indenture contained and on the Assignor's part to be observed and performed in respect of the said portion of

the ~~rent~~ demised premises and to keep indemnified the Assignor from and against all actions, proceedings, claims and demands on account of the same, or in any way relating thereto.

2. The Assignee hereby covenants with the Assignor henceforth to pay to the Lessor direct the amount of rent due on that portion of the premises comprised in and demised by the said lease which portion is in these presents described and assigned on the days and in the manner therein provided and to observe all the covenants, conditions, and stipulations therein contained, and on the Assignor's part to be performed and observed.

3. Nothing herein contained shall prejudice or affect the original reservation of RENT, or the binding effect of the several stipulations contained in the said lease or the right of the Lessor to re-enter upon the demised premises, under the power of re-entry reserved to it by the said lease for non-payment of the said rent, or breach, or non-observance of any of the said covenants, conditions or stipulations.

IN WITNESS WHEREOF the parties hereto hereunto set their seals at Tulkarm this 16th day of April, 1934.

Sgd. Hamotiah Ltd. Sgd.
O. Ben-Ami

Pardes Hagdud Inc.
by J. Jacobs.
J. H. (?)

Witness to signatures:
Jacob S. Shapira.

N. Parigel.

I hereby certify that on 16th April 1934 there appeared before me the above named Assignor and Assignee and being identified by Mr. J.S. Shapiro and Mr. N. Parigel acknowledged the seals and signatures on this deed to be theirs and that they freely and voluntarily executed this deed and understand its contents.

Sgd. A. Hissin.

REGISTRAR OF LANDS,
SUB DISTRICT OF TULKARM.

This deed was registered under Deed No.479 on the 16th day of April 1934 in the Land Registry of Tulkarm and the Register of Um-Khalid Vol. III Folio 125. Registration Fees to £ P.000.570 Mils were paid, vide receipt No.252360 of 16.4.1934.

Sgd. A. Hissin.

REGISTRAR OF LANDS.

Seal of:
LAND REGISTRY OF TULKARM.

C O P Y.

LAND REGISTRY OFFICE OF TULKARM.

WHEREAS by an Agreement of Lease dated the 4th day of July 1932 (hereinafter called the said Agreement) made between His Excellency Lieutenant General Sir Arthur Grenfell Wauchope, G.C.M.G., K.C.B., C.I.E., D.S.O., High Commissioner of Palestine for and on behalf of the Government of Palestine (hereinafter called the Lessor) of the one part and Hamothala Limited a Company duly registered under the Laws of Palestine (hereinafter called the Lessee) of the other part, the Lessor leased to the Lessee three plots of land situated in the village of Um Khalid containing by admeasurement a total area of 1051 dunums 182 square metres, more or less as the same is more particularly delineated on the three plans marked "A", "B", "C1" and "C2" respectively annexed to the said Agreement, for a term of 99 years from the 4th day of July, 1932, to the 3rd day of July, 2031, subject to the payment of certain rents and to the covenants, conditions and stipulations contained in the said agreement.

AND WHEREAS the area of the parcel shown on the said plan marked "C1" and "C2" as having an area of 225 dunums 326 square metres was ascertained to be 219 dunums 469 square metres and was subsequently x divided into two parcels containing by admeasurement an area of 105 dunums 385 square metres and 114 dunums 84 square metres respectively as the same is more particularly delineated on the plan annexed hereto and thereon

marked "C1" and "C2" and the registration thereof was corrected accordingly.

AND WHEREAS the Lessor and the Lessee have mutually agreed to determine the said agreement in respect of part of the area provided that all the covenants, conditions and stipulations contained in the said Agreement shall be applicable to the remaining area.

AND WHEREAS the rent and covenants contained in the said agreement on the part of the Lessee to be paid, observed and performed have been duly paid observed and performed by the Lessee up to the date of these presents.

NOW THIS DEED WITNESSETH AS FOLLOWS:

In pursuance of this agreement the Lessee surrenders unto the Lessor that part of the premises comprised and demised by the said agreement which is described and referred to in the First Schedule hereto to the intent that the residue now unexpired of the said term of ninety-nine (99) years created by the said agreement, and all other the estate and interest of the said Lessee in the premises so described and referred to in the First Schedule hereto under or by virtue of the said Agreement may be merged and extinguished in the reversion of the said premises.

AND the said Lessor and Lessee hereby agree that after the surrender of the lease in respect of the land referred to in the First Schedule hereto, all the covenants conditions and

stipulations in the said agreement dated the 4th July, 1932 shall be applicable to the remaining land referred to in the ^{Second} Schedule hereto to be performed and observed by the parties to this agreement.

In witness whereof these presents have been executed this the 12th day of September 1935.

Common Seal of Hanotaiiah Ltd.
was herewith affixed.

HANOTAIIAH Ltd.

In the presence of Mr. E.
Matalon.

Sgd. *M. Macqueen*
Sgd. I. Ben-'Ammi.
Sgd. E. Matalon.

Signed by His Excellency the
High Officer Administering
the Government.

Sgd. J. Hathorn Hall.

In the presence of D. Macqueen.

THE FIRST SCHEDULE.

All three parcels of land situated in the village of Umm-Khalid in the Sub-District of Tulkarm containing by admeasurement a total area of 931 dunums and 241 square metres (nine hundred and thirty one dunums and two hundred and forty-one square metres) more or less as the same is more particularly described on the planmarked "A", "B", "C2", annexed hereto and thereon verged in green which said parcels are registered in the name of the High Commissioner in trust for the Government of Palestine in the Land Registry of Tulkarm in the Register of Um-Khalid village under:-

- | | | | | | |
|-----|-------------|---------------|--------|---------|-----|
| (1) | Deed No.79 | dated 28.1.30 | area = | 128.365 | |
| (2) | Deed No.199 | " 29.10.26 | " = | 697.491 | |
| (3) | Deed No.478 | " 16.4.34 | " = | 105.385 | |
| | | | | 931.241 | ./. |

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THE SECOND SCHEDULE.

All that parcel of land situated in the locality of Al Bashitieh in the village of Um-Khalid in the Sub-District of Tulkarm containing by admeasurement an area of 114 dunums 84 square metres (one hundred and fourteen dunums and eighty four square metres) more or less as the same is more particularly described on the plan marked "C1" annexed hereto and thereon verged in yellow which said piece of land was registered in the name of the High Commissioner in trust for the Government of Palestine in the Land Registry of Tulkarm in the Register of Um-Khalid village under Deed No.478 dated 17.6.34 Vol.3 Fol. 125.

I hereby certify that on the 12th day of September 1935 there appeared before me the above named ~~the~~ Mr. Oved Ben-Ami and M. Machness on behalf of the Hanotaiah Ltd. and being identified by Mr. E. Matalon Land Officer acknowledged the seals or signatures on this deed to be theirs and that they freely and voluntarily executed this deed and understand its contents.

Sgd. B. Fishman.
for REGISTRAR OF LANDS
TULKARM SUB-DISTRICT.

This deed was registered under Deed No.583 on the 18th day of September 1935, in the Land Registry of Tulkarm and the Register of Um-Khalid Town or Village Vol.1 and 3

Fol. 6, 21 and 126.

Registration fees amounting to LP.0.750 mls
were paid, vide Receipt No.312708.

Registration of this deed does not
guarantee the title to the land therein
referred to.

Sgd. A. Hissin.

REGISTRAR OF LANDS
TULKAMR SUB-DISTRICT.

Seal of Registry Office.

LAND REGISTRY OF TULKAMR,
18 SEP.1935.

STATE DOMAIN



DISTRICT NORTHERN

SUB DISTRICT TUL KAREM

VILLAGE UM KHALEB

LOCALITY AREA EL BIGHATYEH

SCALE $\frac{1}{5000}$



AREA 128,365 sq. m.

TRADED FROM PLAT. NO. 77 AT U.S.D. KULMAN
ATTACHED TO BELONGING TO A FIELD NO. 200/52

21.11

Wharf

12.11.1952

STATE-DOMAIN B

SUB-DISTRICT TUL KAREM

VILLAGE EM KHALED

LOCALITY LEWLEH

SCALE $\frac{1}{5000}$

PLOT NO	Surface Netw.	sq. km	sq. miles
1	459 565.10	499	1453.40
4	177 301.20	192	1384.70
3	90 624.30	65	1514.30
TOTAL	697 491.50	756	1152.40

NOTE

All points are marked by A-1.^s
being fixed by Joseph E. H. Thoburn.

(Signed) L. BROWN,
Surveyor of L.R.
20/11/26

Traced from plan attached to File

No. 10/10/100

1033

M. E.
S. P. L. BROWN

21C

A DEED OF EXCHANGE made the 12th day of September One thousand nine hundred and thirty five between His Excellency John Hathorn Hall C.M.G., D.S.O., O.B.E., M.C., Officer Administering the Government for the time being in trust for the Government of Palestine (hereinafter called 'The Government') of the one part

AND the "Nathania Sea Shore Development Company Ltd" of Tel-Aviv a Company registered in Palestine under the Companies Ordinance 1929 (hereinafter called 'the Company') of the other part

WHEREAS the Government is the registered owner of five parcels of land more particularly described in the First Schedule hereto and whereas the Company is the registered owner of the land more particularly described in the Second Schedule hereto

AND WHEREAS the two parties hereto have mutually agreed to exchange their said respective land

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The Government in consideration of the premises and of the transfer mentioned in the next succeeding clause hereof hereby transfers unto the Company all that right title and interests of the Government in the land described in the First Schedule hereto to have had to hold the same unto the Company as Miri property free from all encumbrances.

2. The Company in consideration of the transfer mentioned in the preceding clause hereof hereby transfers unto the Government all that right title and interest of the Company in the land described in the Second Schedule hereto to have and to hold the same unto the Government absolutely and free from all encumbrances.

In witness whereof these presents have been executed this the 12th day of September 1935.

Signed by His Excellency
The Officer Administering
the Government:

(Sgd) J. Hathorn Hall.

In the presence of:

(Sgd) ?

Common Seal of: Nathania
Sea Shore Development Co.
Ltd. was herewith affixed

(Sgd) Nathania Sea Shore
Development Co. Ltd.
O. Ben Ammi

In the presence of:

(Sgd) B. Fishman
E. Matalon
Land Officers Jerusalem.

THE FIRST SCHEDULE.

All five parcels of land situated in the village of Umm-Khalid in the Sub-District of Tulkarm containing by admeasurement a total area of 975.157 (nine hundred and seventy five dunums and hundred and fifty seven square metres) more or less as the same is more particularly described on the plans marked "A", "B", "C", "D¹", "D²" annexed hereto and thereon verged in green which said parcels are registered in the name of the High Commissioner in Trust for the Government

of Palestine in the Land Registry of Tulkarm in the Register of Umm Khalid Village under:-

(1) Deed No. 79 dated 28.1.30 area:	128.365
(2) Deed No.199 dated 29.10.26 "	697.491
(3) Deed No.478 " 16.4.34 "	105.385
(4) Deed No.543 " 17.9.35 "	16.194
(5) Deed No.543 " 17.9.35 "	<u>27.722</u>
	<u>975.157</u>
	=====

THE SECOND SCHEDULE.

All that parcel of land situated in the locality of Umm 'Ulleiga in the village of Qalansuwa in the Sub-District of Tulkarm containing by admeasurement an area of 250 dunums 6 m.86 (two hundred and fifty dunums and six square metres and eighty six centimetres) more or less as the same is more particularly described on the plan marked "E" annexed hereto and thereon verged in to which said piece or parcel of land is registered in the name of the Nathaniya Sea Shore Development Company Ltd. of Tel-Aviv in the Land Registry of Tulkarm in the Register of the village of Qalansuwa under Deed No.479 dated 27th July 1935, Volume IV, Folio 140.

I, hereby certify that on the 12th day of September 1935 there appeared before me the above named Mr. O. Ben-Ami and M. Machness on behalf of the Nathania Sea Shore Development Co. Ltd. and being identified by Emanuel Matalon Land Officer acknowledged the seals or signatures on this deed to be theirs and that they freely and

voluntarily executed this deed and understand its contents.

(Sgd) B. Fishman

for REGISTRAR OF LANDS
TULKARM SUB-DISTRICT.

This deed was registered under Deed No. 584 on the eighteenth day of September 1935, in the Land Registry of Tulkarm and the Register of Um-Khalid Kalansuwa Town or Village Volume 3 and 4 Folio 126, 128, 129, 130, 131, and 140.

Registration Fees amounting to LR 118.750 sh were paid vide receipt No. 312708.

Registration of this deed does not guarantee the title to the Land therein referred to.

(Sgd) A. Hissin

REGISTRAR OF LANDS
TULKARM SUB-DISTRICT.

Seal of Registry Office.

STATE DOMAIN

AT

DISTRICT NORTHERN

SUB-DISTRICT TUL-HAWLEM

VILLAGE UM-KHOLED

LOCALITY 46.7 KM. BUSHATIYSH

SCALE $\frac{1}{5000}$



AREA 128365 sq. m.

TRACED FROM PLAN OF 5/7/52 OF L.S.D. COLUMN
ATTACHED TO TUL-HAWLEM L.S.D. FILE NO. 312/51

210

Wheeler
L.D. CONYER

STATE-DOMAIN B

SUB DISTRICT - TUL KAREM

VILLAGE - EM KHALID

LOCALITY - LEWZIEH

SCALE $\frac{1}{5000}$

PLOT NO	Square Meters	old dun	sq pica
1	459 565.10	499	1453.80
4	177 301.20	192	1384.70
5	60 624.50	65	1514.30
TOTAL	697 491.50	758	1152.40

NOTE

All points are marked by A 1st
being fixed by Joseph E. Thobact.

(Signed) L. Brown
Surveyor G. L. R.
20/11/26.

TRACED FROM PLAN ATTACHED TO FILE
NO D/TUL/102

4531

M. L. R.
L. D. BROWN

17/Jul/117

DISTRICT NORTHERN
SUB DIST TULKARM
VILLAGE QALANSUWA
LOCALITY UMM ULLEQA

SERIAL NO. 78/367 MS 252
FILE NO. 403/33

SCALE 1:5000

AREA 250.006.86^m



NOTE: Traced from Plan No. M.S. 252 of 1911
Moscow, 12 Office No. 784/33
2. ALL Boundaries are Unsettled
3. ALL marks are H.I.

1.6.36

R. J. J. J.
L.R.O.

210
H/106

Any reply should be addressed to
The DIRECTOR OF PUBLIC WORKS
P. O. B. 585.
Telegrams: "WORKS JERUSALEM".
Telephone: No. 1081 Jerusalem.

In reply please quote

36/21



BY HAND *Ind*

19
GOVERNMENT OF PALESTINE,
PUBLIC WORKS DEPARTMENT,
JERUSALEM.

August 6th, 1936.

Director of Land Registration.



16
Subject : Nathanya.

Reference: Your D/Tul/106-5022
of 31-7-1936.

I acknowledge with thanks receipt of
your above mentioned letter with the plans
enclosed thereto. I return herewith the
plan bearing the original signature of the
Director of Surveys.

*The plan attached
can be described as
a fence with 6 other plans
maps
7-8-36*

Tawcett Pudey

DIRECTOR OF PUBLIC WORKS

D1.



נתניה
 נחניה
 أم خاليد
 UMM KHĀLID
 TUL KARM SUB-DIST.
 قسطنطينية
 قسطنطينية

SCALE 1:100,000
 مقياس الرسم 1:100,000
 مقياس الرسم 1:100,000

135 000
 195 000



رقم القطعة للشيخين سجل الميراث رقم 100	اسم القطعة أو الاسم المحلي مع المالكين أو المالكين	تاريخ	رقم القطعة
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Prepared in accordance
 with section 8 of the Rural
 property tax ordinance 1935

Director of Surveys



Nathanxa
Umm Khalid



Tu-10m

15(A)

Bernard Joseph
Barrister at Law
Notary Public
Advocate
Jerusalem
31.7.36.

P.153/3/C.

RECORDED TO 23

The District Officer,
Tulkarm.

Our reference No. P153
Your Ref. 11/176/1624.

Sir,

I have the honour to acknowledge receipt of your letter of the 28th July 1936, in respect of payment of rent under a sub lease registered under deed No. 479 on April 16th, 1934.

I cannot, however understand your intimation that this rent be due from the time from October 1st, 1935 to September 30th, 1937.

Under the terms of the original lease the rent has to be paid annually on or before the 1st of July, so that the rent now paid covers the period from the 1st July 1936, to the 30th of June, 1937.

LP. 5.750 receipt No. Y 29880 dated July 5th, 1934

LP. 5.700	"	B 846008	June 29th 1935
-----------	---	----------	----------------

and should be glad to obtain your confirmation that all rent due under the above mentioned sub lease has been paid in full up to the 30th of June, 1937

I have the honour to be,
Sir,
Your obedient servant.

(Sgd) Bernard Joseph.

D/Tul/106- 5022

31 JUL 1956

Director,
Department of Public Works.

Replied 19

Subject:- Nathanya.

As arranged between Mr. Pudsey and
Mr. Stubbs, I enclose two copies of
1/10000 plan of Nathanya.

2. Will you please return one signed
copy.

504 J. N. STUBBS

DIRECTOR OF LAND REGISTRATION.

E.

15
D/Tul/106- 5023

31 JUL 1936

"Q"

R.A.F.
Jerusalem.

With reference to Col. Halstead's
conversation with Mr. Stubbs, I enclose
two copies of 1/10000 Sheet of Bethany.

J. N. STUBBS

DIRECTOR OF LAND REGISTRATION.

E.

1499
No.11/176

27/Jul/106

DISTRICT OFFICES
TULKARM.
4.7.36.Director of Land Registration
Jerusalem.

REPLIED 14

Subject:-Payment of Rent.Reference:-Attached copy of letter with
enclosure received from the
Treasury No.B/303 of 2.7.36.

Before bringing into account the sum of
LP.5.750 Mils paid by the advocate Mr.B.Joseph ,
I shall be much obliged to know if this sub lease
remains to be valid or it has been cancelled.

HK/BM.

DISTRICT OFFICER.

Copy to:-Treasury Jlm.

1961 11 15

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20535

November 15, 1961

Director, Federal Bureau of Investigation
Washington, D.C.

Reference is made to your letter of November 14, 1961, captioned as above, and to the letter of November 13, 1961, captioned as above, both of which are being furnished to the Bureau for its information.

It is noted that the letter of November 14, 1961, is being furnished to the Bureau for its information. It is also noted that the letter of November 13, 1961, is being furnished to the Bureau for its information.

Very truly yours,
J. Edgar Hoover

Enclosure

Copy 1 - Bureau file.

The Treasury
Jerusalem
2.7.36

District Officer,
Tulkarm.

REFERRED TO 14

Subject:-Payment of Rent.

I attach copy of a letter received from Mr. Bernard Joseph, Liquidator, Pardess Hagdud Inc. and shall be grateful if you will acknowledge receipt of the amount by letter to Mr. Joseph.

2. The sum of LP.5.750 mils was brought to account under Treasury receipt voucher No 3 of 1st July, 1936, and an official receipt was issued to Mr. Joseph by this office.

(Sgd)
Treasurer

P.153 1/C

Bernard Joseph
Barrister-at-law
Notary Public
Advocate
Jerusalem.
29th June 1936

The Treasurer,
Government of Palestine
Jerusalem.

Sir,

I enclose herewith cheque in the amount of LP.5.750 mils in respect of rental due from the Pardess Hagdud, Inc. (in vol. liquidation) to the Government, under a sublease dated April 16th, 1934, with respect to the property set out hereafter.

An area of 114.084 dunums registered under deed No. 479 on April 16th, 1934, Land Registry of Tulkarm and the register of Um Khalid Vol. III Folio 125.

I would appreciate your kindness in acknowledging receipt of same.

I have the honour to be
Sir,
Your obedient servant.

(Sgd) Bernard Joseph
Liquidator
Pardess Hagdud Incorporated.

Tel. Address: TREASURY, JERUSALEM.
Tel. No: JERUSALEM 85.

In your reply please quote

No. *B/303*



District Officer,
Tulkarm.

12
THE TREASURY,
JERUSALEM.

313 *5789*
2nd July, 1936.

D/Tul/106

REFERRED TO *14*

Subject: Payment of Rent.

I attach copy of a letter received from Mr. Bernard Joseph, Liquidator, Pardess Hagdud Inc. and shall be grateful if you will acknowledge receipt of the amount by letter to Mr. Joseph.

2. The sum of £P.5.750 mils was brought to account under Treasury receipt voucher No.3 of 1st July, 1936, and an official receipt was issued to Mr. Joseph by this office.

C. H. 584

TREASURER.

Copy to: Director of Land Registration, Jerusalem. */*

P.153 - 1/c.

BERNARD JOSEPH.
Barrister-at-law,
Notary Public
Advocate,
J E R U S A L E M.

29th June, 1936.

The Treasurer,
Government of Palestine
J e r u s a l e m

Sir,

I enclose herewith cheque in the amount of
£P.5.750 mils in respect of rental due from the Pardess
Hagdud, Inc.(in vol. liquidation) to the Government,
under a sublease dated April 16th, 1934, with respect
to the property set out hereafter.

An area of 114.084 dunams registered under
deed No.479 on April 16th, 1934, Land Registry
of Tulkarm and the register of Um Khalid
Vol. III Folio 125.

I would appreciate your kindness in acknowledging
receipt of same.

I have the honour to be,

Sir,

Your obedient servant,

(Sgd) BERNARD JOSEPH
LIQUIDATOR
PARDESS HAGDUD INCORPORATED.

D/TUL/106- 4304

19 JUN 1936

Sir,

I beg to acknowledge
the receipt of your letter dated the
11th of June, 1936 on the subject of the
return of an indenture between the Hanotaiah
Limited and Pardess Hagdud Inc to the
Registrar of Lands, Tulkarm, and to inform
you that the matter is receiving attention.

I am, Sir,

Your obedient servant.

llw
DIRECTOR OF LAND REGISTRATION

Mr. Bernard Joseph
Barrister at Law,
P.O.B. 750
Jerusalem.

N.

9
and
Surveys

Mamillah Road,
P.O.B. 1184.

22nd May, 1936.

D/Tul/106

REPLIED 10

Sir,

I have to acknowledge receipt of your letter No.P.116-4/D of 21.5.36 and to inform you that the original lease granted to the Hanotiah Ltd. was for an area of 1051.182 dunums and the Stamp Duty paid as denoted on the original agreement is LP 10.450 ms

I have to point out that Government being the owner of the said land entered into an agreement with the Hanotiah to determine the lease in respect of part of the area leased; provided that a parcel containing an area of 114.084 dunums shall remain subject to the said lease.

The surrender was effected and registered in the Land Registry, Tulkarm.

I am, Sir,
your obedient servant.

MB
2 COMMISSIONER FOR LANDS
AND SURVEYS.

Bernard Joseph Esq.,
P.O.B. 750,
Jerusalem.

(GJM/P)

D/Tul/117

18th May, 1936.

Registrar of Lands,
Tulkarm.

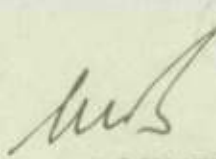
Subject:- State Domain D/Tul/117.

Reference: Your letter No. TLR/456/35
of 7.10.35.

I enclose herewith copy of Land
Form No. 7 in respect of the above
mentioned property which has been registered
in the Land Registry in the name of His
Excellency the High Commissioner in trust
for the Government of Palestine.

2. State Domain Ref. No. D/Tul/117 has
been allotted to this property and I should
be glad if you would use this number in
future correspondence.

3. I should also be glad if you would
send me the tracing of the plan of this
property.


? COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to:- District Officer, Tulkarm.

D/Tul/106. ✓

JGM/RA

TELEGRAMS: "BERJOSEPH" JERUSALEM

JERUSALEM

PRINCESS MARY AVE.

P. O. B. 750 TELEPHONE 696

ד"ר ברנרד יוסף

מחامي وكاتب عدل

شارع الاميرة ماري القدس

صندوق البريد ٧٥٠ تلفون ٦٩٦

BERNARD JOSEPH

BARRISTER-AT-LAW

NOTARY PUBLIC

ADVOCATE

ד"ר ברנרד יוסף

עורך דין ונוטריון

ירושלים

רחוב הנסיכה מרי

ת.ד. 750 סלסון 696

REF. P 116 - 1/A

JERUSALEM

April 15th, 1936.



MINISTRY OF PALESTINE
OFFICE OF LAND REGISTRATION

16 APR 1936

File No. 190

Director of Land Registration,
P.O.B. 356,
Jerusalem.

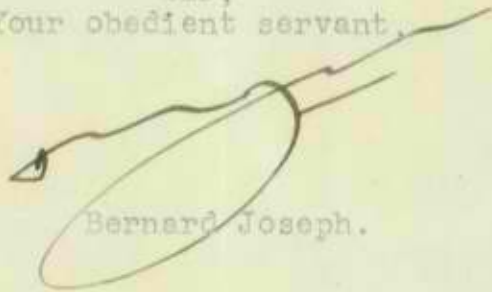
File 190 in 2nd packet

Sir:

Your Ref. D/Tul/106-1568

I should be obliged to receive a reply to my letter
of March 4th, 1936, in the above matter.

I have the honour to be,
Sir,
Your obedient servant,


Bernard Joseph.

EXTRACTION

MADE IN FINLAND

1950

153/20.

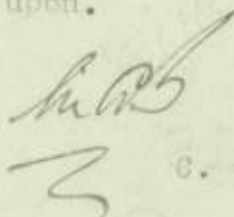
Minute on Secretariat
File No. L/51/31.

(51)

Chief Secretary.

I refer to your minute (50) and to clause 2(c) of the draft lease attached to folio (47) and I agree with the Director of Lands that the individual valuation of sites of houses would be onerous and I am of the opinion that the revision of the rent every 10 years should suffice, and that clause 2(c) should be cancelled.

In view of Section 21 of the ~~Commutation of Tithes~~ Commutation of Tithes Ordinance, 1927, if land was previously subject to tithes, it would seem that Badli Usher would be collected when the land is built upon.



C. of Lands.

9.2.31.

Cy6

When visiting Natanya with Mr. Han
Shpe Lurpion we were told that his
intent was to build a
Residence in the State capital into
the Church of the Holy Spirit. Individual
valuation of the houses would be
overcome and I think that the result
of that may ten years hence differ.

In view of the fact that the
Communist of the Admiration of
Israel was previously subject to the
army and that the bill of law would
be collected when the land is built
up.

7-231

MS

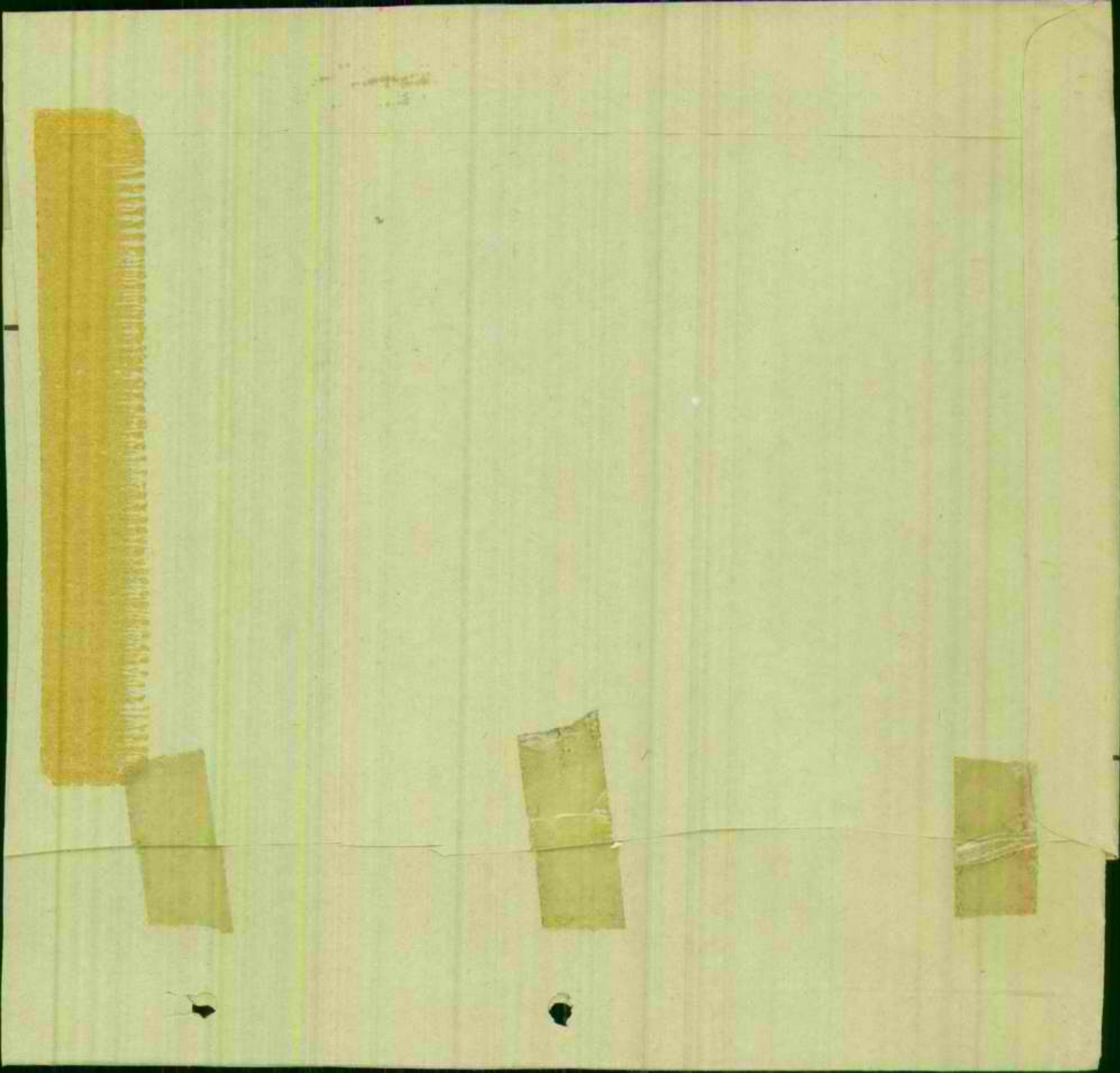
Extract from draft Agreement attached
to Director of Lands letter No. D/Tul/106/406
of 16.1.31 to Chief Secretary re "Application
for land for afforestation at Um al Khaled
Nathaniah"(on Secretariat file L/51/31).

Whereby it is agreed as follows :-

2. (c) If at any time during the term hereby created any part of the land demised shall be used by the Lessee for the erection of dwelling houses the annual rent of the areas so used shall be separately assessed at the rate of per centum on the unimproved value of the land at the date of the erection of each of the dwelling Houses and shall thereafter be re-assessed every ten years by agreement between the parties hereto, or in default of such agreement by arbitration as herein prescribed; provided that such value shall not be greater than the value of land in the neighbourhood used for similar purposes. The Lessee shall be entitled to a reduction of rent on the remainder of the land demised proportionate to the reduced area of the land consequent upon the separate assessment of the portion of the land occupied by the dwelling houses.

דואר רשמי

מדינת ישראל



Conservator of Forests

52

1 The Govt agreed, with the Hanote's Ltd. to determine the lease in respect of part of the area leased to them. (1932)

2 The area was subject to the lease granted in 1932, namely, 114.084 was assigned to Pardess Hagedud Incorporated.
 copy of the plan attached

2 The area surrendered was ex-
for an area of 250 in
Chalamana Village.

Com 16.6.37 under letter No. 8 of
Mr. Bernard Joseph was asked
to have full particulars of the proposed
development scheme referred to in clauses
5 & 6 of the Agreement & under his
letter No. P/145/1/B of 6.7.37

"With regard to the query con-
cerning development of the area, I
inform you that my clients
planted large numbers of trees
including eucalyptus & other species. It is possible

LIST OF CLAIMANTS FOR COMPENSATION
ARISING OUT OF THE 1936 DISTURBANCES.

District :

Sub-District :

Town or Village

G.P.P. 4270-5000-11-9-37

File
No.

Name of Claimant

Classifica-
tion

Amount.

Claimed
LP. MilsAssessed
LP. MilsTo be paid
LP. Mils

is also in connection
with parcel collection
of 1937

will be laid down,
the town will be installed & further planting
of trees will be carried out.

It has been ascertained that the land falls
wholly within the approved town planning area of Nathanya
but contravenes the outline scheme in major respects
as the lessee thought their attorney was informed that the

scheme must be considered & both the local &
District Commissioners & the Corporation are advised
to get into touch with the Engineer of the Local Commission
of Nathanya in the first instance to enable them
to prepare a revised scheme

994

GP/5/21(6)

4th May 1939.

District Officer,
Natanya.

Subject:- Government property -
Natanya Block 8273,
parcels 2 and 11.

The State Domain property originally
recorded under State Domain No.D/Tul/106 has
now been recorded under GP/5/21(6).

2. I shall, therefore, be obliged if
you will use the new number in all future
correspondence relating to this property.

History Sheet is attached herewith.

JHB
J A/COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to Registrar of Lands, Natanya.

File D/Tul/106.

144

SD/1/2/5

17th March 1939.

Town Planning Adviser.

Subject:- Scheme No.108 of
Nathanya.

Reference: Your L/1045/37 of
13.8.37. 106

I enclose herewith the provisionally
approved plan of the above scheme and shall
be obliged if you will inform me if the
scheme now meets with your approval.

Kindly return the plan with your
reply.

M.B.

7/4 COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to Secretary, District Town Planning
Commission, Haifa.

Ref. his 344/37/108 of 27.2.39.

LAND REGISTRY OFFICE OF BULKARM.

WHEREAS by an Agreement of Lease dated the 4th day of July 1932 (hereinafter called the said Agreement) made between His Excellency Lieutenant General Sir Arthur Grenfell Waichope, G.C.M.G., K.C.B., C.I.E., D.S.O., High Commissioner of Palestine for and on behalf of the Government of Palestine (hereinafter called the Lessor) of the one part and Hanothaia Limited a Company duly registered under the Laws of Palestine (hereinafter called the Lessee) of the other part, the Lessor leased to the Lessee three plots of land situated in the village of Um Khalid containing by admeasurement a total area of 1051 dunums 182 square metres, more or less as the same is more particularly delineated on the three plans marked "A", "B", "C1" and "C2" respectively annexed to the said Agreement, for a term of 99 years from the 4th day of July to the 3rd day of July, 2031, subject to payment of certain rents and to the conditions and stipulations contained in the agreement.

AND WHEREAS the area of the plot on the said plan marked "C1" and containing an area of 225 dunums 326 square metres as ascertained to be 219 dunums 469 square metres and was subsequently divided into two plots containing by admeasurement an area of 385 square metres and 114 dunums 84 square metres respectively as the same is more particularly delineated on the plan annexed hereto.

marked "C1" and "C2" and the registration thereof was corrected accordingly.

AND WHEREAS the Lessor and the Lessee have mutually agreed to determine the said agreement in respect of part of the area provided that all the covenants, conditions and stipulations contained in the said Agreement shall be applicable to the remaining area.

AND WHEREAS the rent and covenants contained in the said agreement on the part of the Lessee to be paid, observed and performed have been duly paid observed and performed by the Lessee up to the date of these presents.

NOW THIS IDENTURE WITNESSETH AS FOLLOWS:

In pursuance of this agreement the Lessee surrenders unto the Lessor that part of the premises comprised and demised by the said agreement which is described and referred to in the First Schedule hereto to the intent that the residue now unexpired of the said term of ninety-nine (99) years created by the said agreement, and all other the estate and interest of the said Lessee in the premises so described and referred to in the First Schedule hereto under or by virtue of the said Agreement may be merged and extinguished in the reversion of the said premises.

AND the said Lessor and Lessee hereby agree that after the surrender of the lease in respect of the land referred to in the First Schedule hereto, all the covenants conditions and

THE SECOND SCHEDULE.

All that parcel of land situated in the locality of Al Bashitieh in the village of Umm-Khalid in the Sub-District of Tulkarm containing by admeasurement an area of 114 dunums 84 square metres (one hundred and fourteen dunums and eighty four square metres) more or less as the same is more particularly described on the plan marked "C1" annexed hereto and thereon verged in yellow which said piece of land was registered in the name of the High Commissioner in trust for the Government of Palestine in the Land Registry of Tulkarm in the Register of Um-Khalid village under Deed No.478 dated 17.6.34 Vol.3 Fol. 125.

I hereby certify that on the 12th day of September 1935 there appeared before me the above named ~~the~~ Mr. Oved Ben-Ami and M. Machness on behalf of the Hamotiah Ltd. and being identified by Mr. E. Matalon Land Officer acknowledged the seals or signatures on this deed to be theirs and that they freely and voluntarily executed this deed and understand its contents.

Sgd. B. Fishman.
for REGISTRAR OF LANDS
TULKARM SUB-DISTRICT.

This deed was registered under Deed No.583 on the 18th day of September 1935, in the Land Registry of Tulkarm and the Register of Um-Khalid Town or Village Vol.1 and 3

./.

Fol. 6, 21 and 126.

Registration fees amounting to LP.0.750 mils were paid, vide Receipt No.312708.

Registration of this deed does not guarantee the title to the land therein referred to.

Sgd. A. Hissin.

REGISTRAR OF LANDS
TULKARM SUB-DISTRICT.

Seal of Registry Office.

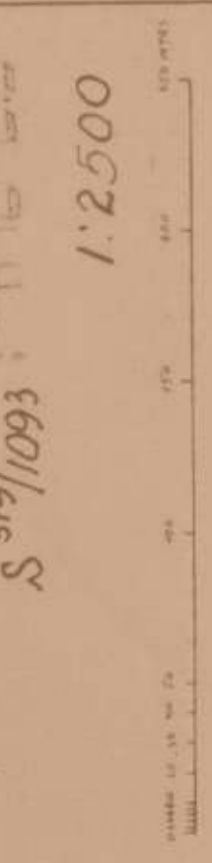
LAND REGISTRY OF TULKARM,
18 SEP.1935.

א.ר.ר. 549/53

D/July/106

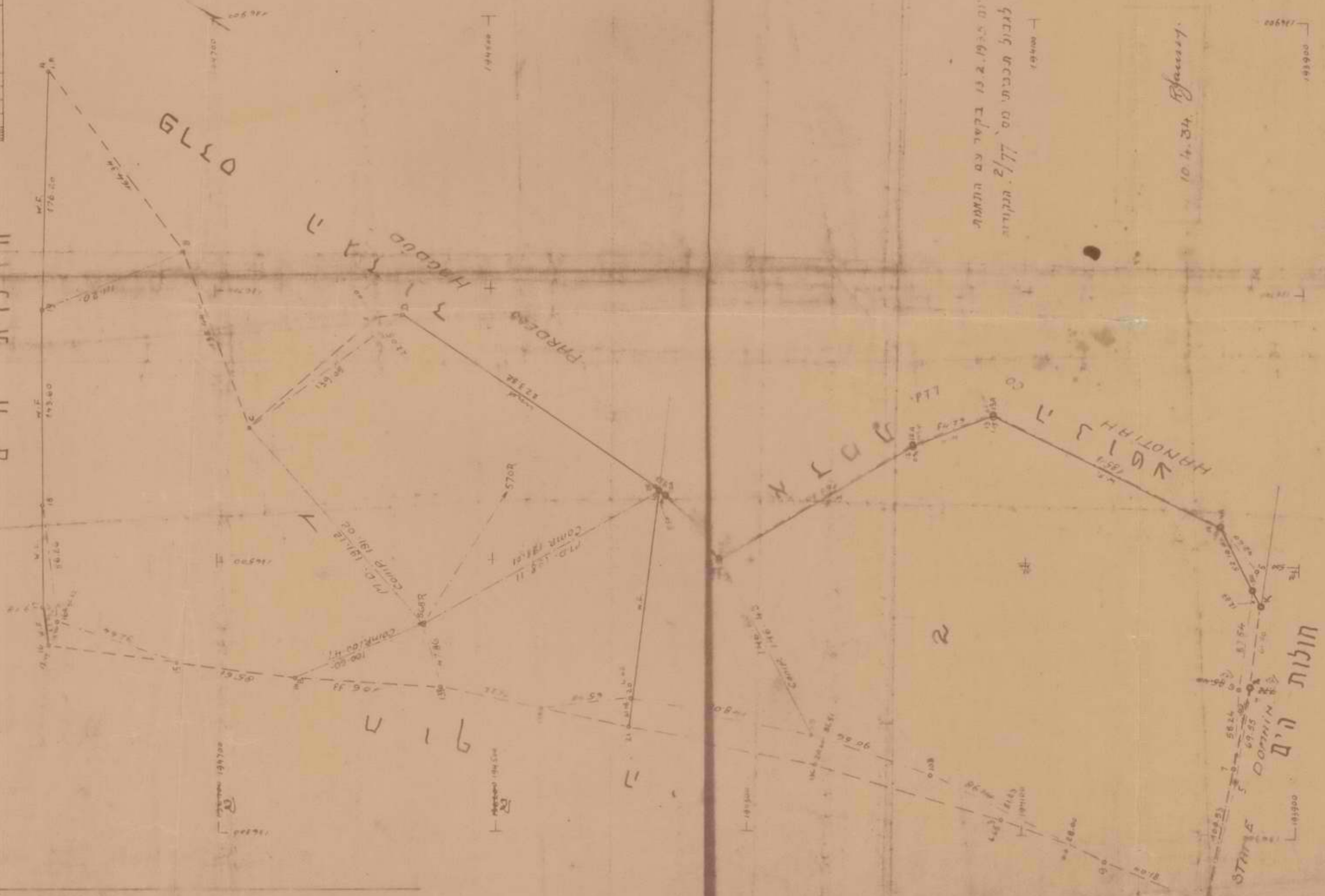


מחוז: הצפון
נפת: שול כרם
פניה: נתניה בבשעתה
מקום: חולות הים בבשעתה
הענף: 334
מדידת: 1093/319
מ"ר: 1.2500



KEREN KEYEMITH

חולות הים



מ	ט	ה	ש	מ
1	1	1	1	1
2	2	2	2	2
3	3	3	3	3
4	4	4	4	4
5	5	5	5	5
6	6	6	6	6
7	7	7	7	7
8	8	8	8	8
9	9	9	9	9
10	10	10	10	10

הערה: כל סמני המדידה והגובה
של מואלו אחריהם הם א.י.

המדידה

מ	ט	ה	ש	מ
1	1	1	1	1
2	2	2	2	2
3	3	3	3	3
4	4	4	4	4
5	5	5	5	5
6	6	6	6	6
7	7	7	7	7
8	8	8	8	8
9	9	9	9	9
10	10	10	10	10

הערה: בטוח נמצא על ידי היום 1935.2.13 בקר עם התחמה
הגובה הדרומי של הקוץ לגבול תכנית מס' 2/77. הקוץ
5.4 מ' מ' תכנית הנ"ל.
א"י: 334

10.4.34

10.4.34

חולות הים

1934 5 4
א"י: 334
9.4.1934

Handwritten notes in Hebrew

Handwritten signature

2/Fall/106

III

2/Fall/106



LAND REGISTRY OFFICE OF TULKARM.

DEED OF TRANSFER OF LEASE.

WHEREAS by an agreement of lease dated the 4th day of July 1932 made between His Excellency Lieutenant General Sir Arthur Grenfell Wauchope, G.C.M.G., K.C.B., C.I.E., D.S.O., High Commissioner of Palestine for and on behalf of the Government of Palestine (hereinafter called the Lessor) of the one part and the Hanotaiah Limited a Company duly registered under the laws of Palestine (hereinafter called the Transferor) of the other part (hereinafter called the said agreement) the Lessor agreed to lease and the Transferor agreed to take three plots of land situated in the village of Um Khalid containing by admeasurement a total area of 1051 dunums 182 square metres more or less as the same is more particularly delineated on the three plans marked "A", "B" and "C" respectively annexed to the said agreement and thereon coloured yellow (hereinafter called the said land) for a term of 99 years (Gregorian Calendar) from the 4th day of July, 1932, to the 3rd day of July 2031 such lease to be subject to and with the benefit and stipulations and conditions contained in the said agreement.

AND WHEREAS the area of the parcel shewn on the said plan marked "A" as having an area of 225 dunums 326 square metres was subsequently ascertained to be 219 dunums 469 square metres and the registration thereof was corrected accordingly.

AND WHEREAS by clause 3 of the said agreement it is provided that the Lessor shall not assign mortgage or otherwise dispose of or charge his interest in the said land without obtaining the consent in writing of the Lessor such consent not to be unreasonably withheld.

AND WHEREAS by letter No. L/1/33 dated the 26th of January, 1935, addressed to Dr. Bernard Joseph of Jerusalem, Advocate for the Transferor the Lessor has consented to the assignment of the lease by the Transferor to Pardess Hagdud Incorporated a Company duly registered under the laws of Palestine (hereinafter called the Transferee) in respect of an area of 114 dunums and 84 square metres of the said land forming a part of the parcel having an area of 219 dunums 469 square metres shown on the said plan marked A hereinbefore referred to as the same is more particularly delineated on the plan annexed hereto marked "D" and thereon coloured green

NOW THEREFORE it is hereby agreed and declared as follows :-

IN CONSIDERATION of the sum of One Pound Palestine paid by the Transferee to the Transferor the Transferor hereby transfers unto the Transferee in respect solely of the said parcel of 114 dunums and 84 square metres hereinbefore described all his rights and interests under the above recited lease on the fourth day of July 1932 which lease was registered in the Land Registry of Haifa on the 1st day of November, 1932, in the Land Registry of the Village of Um Khalid Vol. No. 1 Folios No. 615 and 21 to the effect that the transferee shall be and become entitled to all the rights and interests and subject to all the obligations under the said agreement as if the said agreement had originally been made between the Lessor and the Transferee and the Transferee hereby accepts all the said rights and interests and undertakes all the obligations contained in the said agreement and on the part of the Lessee to be observed and performed.

The Common Seal of the
transferee was hereto
affixed in the presence
of
.

The Common Seal of the
transferor was hereto
affixed in the presence
of
....



6343

SURVEY PLAN

AUJA - EL - HAFIR

JA - V - 81



GOVERNMENT OF PALESTINE DEPARTMENT OF PUBLIC WORKS SOUTHERN DISTRICT	
DESIGNED BY	TRACED BY
CHECKED BY	SUBMITTED BY
DATE	
DRAWING NO.	AUJA-EL-HAFIR
DATE	RECORD PLAN
22-11-26	SCALE 1:1000

